



**THE ISLAND REGULATORY AND
APPEALS COMMISSION**

Prince Edward Island
Île-du-Prince-Édouard
CANADA

Docket LR21014

Order LR21-16

IN THE MATTER of an appeal filed under subsections 25(2) and 26(1) of the *Rental of Residential Property Act* (the "Act") by Vector Bio-Tech Solutions Inc. against Order LD21-098 dated March 18, 2021, issued by the Office of the Director of Residential Rental Property.

BEFORE THE COMMISSION

on, the 14th day of May, 2021.

Erin T. Mitchell, Panel Chair & Commissioner

M. Douglas Clow, Vice-Chair

Hearing Date: May 11, 2021

Compared and Certified a True Copy

(Sgd.) Susan Jefferson

Commission Administrator
Corporate Services and Appeals

Order

IN THE MATTER of an appeal filed under subsections 25(2) and 26(1) of the *Rental of Residential Property Act* (the "Act") by Vector Bio-Tech Solutions Inc. against Order LD21-098 dated March 18, 2021, issued by the Office of the Director of Residential Rental Property.

Order

This appeal asks the Commission to determine whether a rental agreement should be terminated due to the alleged behaviour of a tenant.

Background

On April 27, 2020, Janet Sturgess ("Sturgess") purchased assets from the Lower Montague Trailer Park Co-operative Ltd. (the "Co-operative"), being the trailer park land (the "Property"). At the time of purchase, there were 36 mobile home sites on the Property. One such site is occupied by a mobile home owned by the Respondent, Terrance Peter Trainor, Administrator of the Estate of Francis Trainor ("Trainor"). Trainor sublets the mobile home to his son.

Sturgess subsequently transferred ownership of the Property to Vector Bio-Tech Solutions Inc. (the "Appellant").

On February 16, 2021, Trainor filed with the Director of Residential Rental Property (the "Director") a Form 6 – Application by Lessee to Set Aside Notice of Termination (the "Form 6"). Attached to the Form 6 was a Form 4 – Notice of Termination by Lessor of Rental Agreement dated February 3, 2021, for effect on March 15, 2021 (the "Form 4"). The reasons the Appellant served the Form 4 was for the following reasons:

"You or persons admitted to the premises by you have conducted yourself/themselves in a manner as to interfere with the possession, occupancy or quiet enjoyment of other lessees (s.14(l)(a) of Act);

You have failed to fulfill your responsibility for ordinary cleanliness of the interior of the residential premises or for damage caused by you or persons you permitted on the premises (s.14(l)(a) of Act); and

An act or omission on your part or on the part of a person permitted in or on the residential premises/property by you has seriously impaired the safety or lawful right or interest of me or other lessees in the residential property (s.14(l)(e) of Act)."

The matter was heard by the Director on March 12, 2021, and the Director ordered that the rental agreement shall continue to be in full force and effect.

The Appellant appealed.

The appeal was heard by the Commission on May 11, 2021. Sturgess appeared on behalf of the Appellant. Trainor and Lori Trainor (“Mrs. Trainor”) appeared on their own behalf. Their tenant did not attend nor give direct evidence.

Appeals to the Commission under the *Rental of Residential Property Act* are re-hearings, as stated in subsection 26(2). As such, the Commission considered the evidence that was before the Director and the reasoning contained on Director’s Order LD21-098, as well as the materials filed and submissions made by Sturgess, Trainor and Mrs. Trainor on appeal.

Disposition

The appeal is denied and Director’s Order LD21-098 is confirmed.

The Issue

Was the behaviour of the occupants of Trainor’s mobile home sufficient to justify an eviction?

Analysis

In the February 3, 2021 Form 4, the Appellant alleges the following particulars of termination:

Dumping of wood stove ashes. Operating an unregistered vehicle on park roads, having an unregistered vehicle. Speeding on park roads. Yard is a mess, constantly pulling off driveway onto grass . Constantly breaching park rules.

Statutory Conditions 3 and 4 read:

6. Residential Premises

Notwithstanding any agreement, waiver, declaration or other statement to the contrary, where the relationship of lessor and lessee exists in respect of residential premises by virtue of this Act or otherwise, there shall be deemed to be a rental agreement between the lessor and lessee, with the following conditions applying as between the lessor and lessee as statutory conditions governing the residential premises:

...

3. Good Behaviour

The lessee and any person admitted to the premises by the lessee shall conduct themselves in such a manner as not to interfere with the possession, occupancy or quiet enjoyment of other lessees.

4. Obligation of the Lessee

The lessee shall be responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by any wilful or negligent act of the lessee or of any person whom the lessee permits on the premises, but not for damage caused by normal wear and tear.

Clauses 14(1)(a) and 14(1)(e) read:

14. Grounds for termination

(1) The lessor may also serve a notice of termination upon the lessee where

(a) statutory condition 3 or 4, or any other term of rental agreement has been breached, other than failure to pay rent;

...

(e) the safety or other lawful right or interest of the lessor or other lessee in the residential property has been seriously impaired by an act or omission of the lessee or a person permitted in or on the residential property or residential premises by him;

Following the filing of the appeal, both parties filed additional submissions on April 26, 2021. The Appellant also filed a video of nighttime snow shoveling revealing snow being thrown against a neighbour's newspaper mailbox.

The Appellant alleges violation of various park rules and also alleges that the Trainor lot is untidy.

It appears that there is a dispute between two neighbours in the park pertaining to snow removal, the positioning of a clothesline/garbage bins and other matters.

Neither the occupants of the Trainor lot nor the occupants of the neighbouring trailer testified before the Commission.

As there is no new evidence before the Commission sufficient to warrant an overturning of the Director's decision, the appeal is denied and Director's Order LD21-098 is confirmed.

NOW THEREFORE, pursuant to the *Island Regulatory and Appeals Commission Act* and the *Rental of Residential Property Act*;

IT IS ORDERED THAT

- 1. The appeal is denied.**
- 2. Director's Order LD21-098 is confirmed.**

DATED at Charlottetown, Prince Edward Island, this 14th day of May, 2021.

BY THE COMMISSION:

(sgd. Erin T. Mitchell)

Erin T. Mitchell, Panel Chair &
Commissioner

(sgd. M. Douglas Clow)

M. Douglas Clow, Vice-Chair

NOTICE

Subsections 26(2), 26(3), 26(4) and 26(5) of the *Rental of Residential Property Act* provide as follows:

26.(2) A lessor or lessee may, within fifteen days of the decision of the Commission, appeal to the court on a question of law only.

(3) The rules of court governing appeals apply to an appeal under subsection (2).

(4) Where the Commission has confirmed, reversed or varied an order of the Director and no appeal has been taken within the time specified in subsection (2), the lessor or lessee may file the order in the court.

(5) Where an order is filed pursuant to subsection (4), it may be enforced as if it were an order of the court.