



Date Issued: October 31, 2024
Dockets: LR24063
Type: Rental Appeal

INDEXED AS: Jean Mermuys v. Vector Bio-Tech Solutions Inc.
Order No: LR24-62

BETWEEN:

Jean Mermuys (the "Tenant")

Appellant

AND:

Vector Bio-Tech Solutions Inc. (the "Landlord")

Respondent

ORDER

Panel Members:

M. Douglas Clow, Acting Chair
Murray MacPherson, Commissioner
Cynthia McCardle, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on October 2, 2024, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy agreement between the parties shall terminate effective 5:00 p.m. on September 11, 2024. The Tenant and all occupants were required to vacate the Rental Unit by this time and date

B. BACKGROUND

2. In this matter, the Rental Unit is a mobile home site in a mobile home park. The Tenant owns and occupies the mobile home located on the Rental Unit. The Tenant pays site rent to the Landlord on a monthly basis for the use and occupancy of the Rental Unit.
3. On August 2, 2024, the Landlord filed a *Landlord Application to Determine Dispute (Form 2(B))* (the “Application”) with the Residential Tenancy Office (the “Rental Office”) pursuant to the *Residential Tenancy Act* (the “Act”). The Application seeks rent owing, vacant possession of the Rental Unit, and an order for the Sheriff to put the Landlord in possession of the Rental Unit.
4. Attached to the Application was an *Eviction Notice (Form 4(A))* (the “Notice”) served on June 3, 2024, effective July 6, 2024, by the Landlord to the Tenant for the following reasons:

You have not paid your rent in the amount of \$820.00;

You are repeatedly late in paying rent;

You or someone you have allowed on the property have disturbed or endangered others;

You or someone you have allowed on the property have engaged in illegal activity on the property; and

You have failed to comply with a material term of the tenancy agreement.

5. On August 29, 2024, the Residential Tenancy Officer (the “Officer”) and a Landlord representative (the “Representative”) joined the teleconference hearing. The Tenant did not connect to the teleconference hearing and the Officer called the Tenant and left a voice mail message. The Officer waited ten minutes and the hearing proceeded in the absence of the Tenant.
6. At the beginning of the hearing, the Representative stated she was no longer seeking rent owing and was only seeking vacant possession of the Rental Unit. Therefore, the Officer does not need to make a determination regarding rent owing.
7. The Residential Tenancy Office issued Order LD-24-285 on September 4, 2024, which ordered that the tenancy agreement between the parties shall terminate on September 11, 2024.
8. The Tenant appealed Order LD24-285 on September 9, 2024.

9. The Commission heard the appeal on October 2, 2024, by way of telephone conference call. The Tenant attended on his own behalf. Janet Sturgess attended on behalf of the Landlord. Jill Benoit attended with the Tenant.

C. DISPOSITION

10. The appeal is dismissed and Order LD24-285 is confirmed, subject to a new termination date. The Commission has also made both parties aware of section 44 of the *Residential Tenancy Act* (the *Act*).

D. SUMMARY OF EVIDENCE

11. The essence of the Tenant's testimony is that he took in people because they needed help and he wanted to help them.
12. The essence of Ms. Sturgess' testimony is that the Tenant likes to help people and these people then abuse him. Ms. Sturgess noted that two of these people had been previously evicted from the mobile home park due to their behaviour. Ms. Sturgess described the nature of the unacceptable behaviour of the Tenant's guests. Ms. Sturgess stated that the Landlord has dropped its claim for unpaid rent and is focusing on the behaviour issues associated with the Tenant's guests for which he is responsible.

E. ANALYSIS

13. In this appeal what is at issue is the behaviour of the Tenant's guests. A tenancy may be terminated where there is a breach of clause 61.(1)(d) of the *Act*, namely: a person permitted on the residential property has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or put the landlord's property at risk.
14. Based on a review of the evidence, the Commission agrees with the Rental Office that a termination of the tenancy is warranted under clause 61.(1)(d) of the *Act*.
15. However, given that the Tenant owns his mobile home and the practical difficulties associated with moving a mobile home off of a mobile home site and locating the mobile home somewhere else, the Commission finds that one week's notice is inadequate. The Commission is concerned that providing only one week to remove a mobile home represents merely an illusory right. In order to give the Tenant at least some reasonable possibility of removing his mobile home from the mobile home park prior to the termination of the tenancy agreement, the Commission varies the termination date of the tenancy agreement to Wednesday, January 15, 2025, at 5:00 p.m. The Tenant will be responsible to continue to pay his rent during this time.
16. Given that, even with additional notice, it is very possible that the Tenant will be unable to move his mobile home from the mobile home park prior to the termination of the tenancy agreement, the Commission wishes to bring section 44 of the *Act* to the attention of both

the Landlord and the Tenant. Section 44 applies where the tenancy agreement has been terminated and thus the Tenant has been evicted. Section 44 seeks to protect a tenant's interest in their mobile home property in the event the mobile home is abandoned. Abandonment could occur where a tenant is unable to remove their mobile home from a mobile home park prior to termination of the tenancy agreement. Both the Landlord and the Tenant should familiarize themselves with section 44 and their rights and responsibilities and consult with the Rental Office if they require assistance.

F. CONCLUSION

17. The appeal is dismissed. Order LD24-285 is confirmed, subject to a variance in the termination date for the tenancy agreement. The parties have been made aware of section 44 of the Act.

IT IS ORDERED THAT

1. **The appeal is dismissed.**
2. **Order LD24-285 is confirmed, subject to a variance in the termination date of the tenancy agreement.**
3. **The tenancy agreement between the parties shall terminate effective 5:00 p.m. on January 15, 2025. The Tenant and all occupants shall vacate the Rental Unit by this time and date. The Tenant will be responsible to continue to pay his rent in full during this time.**
4. **Section 44 of the *Residential Tenancy Act* applies in the event of an abandonment of the mobile home situate on the Rental Unit.**
5. **A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Act.**

DATED at Charlottetown, Prince Edward Island, 31th day of October, 2024.

BY THE COMMISSION:

(sgd. M. Douglas Clow)
M. Douglas Clow, Acting Chair

(sgd. Murray MacPherson)
Murray MacPherson, Commissioner

(sgd. Cynthia McCardle)
Cynthia McCardle, Commissioner

NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.