

## INTRODUCTION

- [1] This decision determines an application filed by the Tenant with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord served an eviction notice to the Tenant seeking to end the tenancy because of an unreasonable number of occupants, causing damage, and failure to comply with a material term of the tenancy agreement. The Tenant disputes the eviction notice.

## DISPOSITION

- [3] The tenancy is terminated effective November 14, 2025 at 5:00 p.m. The Tenant and all occupants must vacate the Unit by this date and time.

## BACKGROUND

- [4] The Unit is a two-bedroom, two-bathroom townhouse, which the Landlord has managed since November 10, 2023.
- [5] The Tenant and the former property manager entered into an oral, monthly tenancy agreement on July 1, 2019. A \$1,320.00 security deposit was paid at the beginning of the tenancy. Rent in the amount of \$1,390.87 is due on the first day of the month.
- [6] On September 26, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective October 31, 2025 under clause 61(1)(c), (f) and (h) of the *Act* (the "Notice"). The particulars of termination stated:

*"[The Landlord] is seeking to evict due to a long history of complaints from neighbours and the Town of Cornwall regarding the cleanliness of the unit. Both the exterior and the interior of the unit are in total disarray, and despite multiple warnings from the owner of the property, us as property manager, and the Town of Cornwall through bylaw enforcement, the tenant has not cleaned up the property. She also has adults living in the unit who are not listed on the lease agreement, and who are not permitted living at the property."*

- [7] On October 6, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice. The Tenant served the Application to the Landlord on October 10, 2025.
- [8] On October 15, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for October 30, 2025 along with a copy of the Application.
- [9] On October 27, 2025 the Rental Office provided the parties evidence through TitanFile, being a 326-page PDF and thirty-four videos ("EP").
- [10] There are two errors in the EP. EP211: the correct date is "*September 26, 2025*" and EP303: the correct date is "*July of 2019*."
- [11] On October 30, 2025 the Tenant, the Landlord's representative (the "Representative") and the Landlord's three witnesses ("JF", "BK" and "DD") participated in a teleconference hearing. The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package.

## ISSUE

- A. Does the evidence support the tenancy ending for cause?

**ANALYSIS****Legal Bases**

- [12] The Landlord bears the onus of proving its claims on a balance of probabilities. This means that that there must be sufficiently clear, convincing and cogent evidence to find that the claim(s) alleged are more likely correct than not.
- [13] In Order LR24-64 the Island Regulatory and Appeals Commission (the "Commission") made the following comment regarding a landlord ending a tenancy (paragraph 21):
- "The termination of a tenancy is a serious matter and accordingly a Landlord seeking to evict a tenancy must put forward compelling evidence..."*
- [14] More recently, in Order LR25-21 the Commission restated the seriousness of a landlord ending a tenancy (paragraph 22):
- "Ending a tenancy is a serious matter not to be undertaken lightly."*
- [15] The Landlord seeks to end the tenancy under clauses 61(1)(c), (f) and (h) of the Act, which state:
- A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*
- (c) there is an unreasonable number of occupants in the tenant's rental unit;*
  - (f) the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property; and*
  - (h) the tenant*
    - (i) has failed to comply with a material term of the tenancy agreement, and*
    - (ii) has not corrected the situation within a reasonable time after the landlord has given written notice to do so.*
- [16] For the reasons below, I find that the evidence establishes a valid reason contained in the Notice to end the tenancy.

**Summary of the Evidence & Determination**

- [17] The Landlord's evidence was summarized and presented by the Representative who had three witnesses: JF, BK and DD testify at the hearing.
- [18] The Tenant's evidence was summarized and presented by the Tenant.
- [19] I find that the evidence warrants ending the tenancy because the Tenant or someone permitted into the Unit by the Tenant has caused damage to the Unit. It is unnecessary to determine the other reasons contained in the Notice.

**Clause 61(1)(f): Damage**

- [20] The Representative summarized ongoing complaints and issues at the Unit related to cleanliness, damage and hoarding.
- [21] The Representative stated that he has communicated with the Tenant regularly regarding the issues. The Representative stated that the property owner informed him that the municipality issued a bylaw violation against the Unit. The Representative stated that there were tires, a couch, debris and a derelict vehicle around the Unit.

- [22] The Representative stated that the Tenant was given an action plan after the first inspection on September 19, 2025.
- [23] JF's evidence is summarized as follows.
- [24] JF is an employee for the Landlord. JF stated that he completed two inspections in the Unit.
- [25] The first inspection was completed on September 19, 2025. JF submitted photographs taken during this inspection (EP186 to 210). JF stated that he witnessed a lot of debris around the outside of the Unit. There was also visible damage to the garage door. JF stated that inside the Unit was very dirty, with mattresses and garbage everywhere. The garage was completely filled with garbage and miscellaneous items. There were so many items and garbage in the laundry room it prevented access to the room. JF stated that there was a strong odour from the cat litter and significant dirt on the floor.
- [26] JF stated that he witnessed separation and damage to the floors, water damage, broken appliances, drawers, door knobs and no smoke detectors. JF stated that he provided the Tenant with an action plan to assist with the significant amount of dirt, garbage and damage to the Unit.
- [27] The second inspection was completed on September 26, 2025. JF submitted photographs taken during this inspection (EP211 to 228). JF stated that he witnessed some improvement to the outside of the Unit, however, the tires and derelict vehicle were still visible. JF stated that there was some improvement inside the Unit. JF stated that he still could not gain access to the laundry room and that it appeared that a lot more items and garbage were put into the garage.
- [28] JF stated that he served the Tenant the Notice at the end of the second inspection.
- [29] BK's evidence is summarized as follows.
- [30] BK is the Landlord's maintenance person. BK stated that on October 15, 2025 he assessed the Unit for damage and to repair the dryer vent. BK submitted photographs of the Unit (EP229 to 241).
- [31] BK stated that he witnessed a lot of clutter of items and garbage, which made it impossible to access the dryer vent and the garage. BK stated that there was a significant amount of dirt on the floors and grime on the air vents.
- [32] BK stated that he witnessed a lot of damage in the Unit, particularly the floors. BK stated that he noticed wall damage, water damage, damaged appliances, broken door knobs, damage to the garage door and damage to the closet door. BK stated that based on his assessment he estimated \$18,827.06 in damage and cleaning (EP173). BK stated that this estimate was only based on what he could see in the Unit. BK stated that there could be more damage under the garbage and items in the laundry room and the garage. BK stated that this estimate also does not include the damage to the kitchen.
- [33] DD's evidence is summarized as follows.
- [34] DD is the owner of the Unit, and has owned the Unit since 2018.
- [35] DD stated that the Unit was built in 2017 and the Tenant moved into the Unit in 2019. DD stated that the Tenant has caused significant damage to the Unit and it will cost thousands of dollars to repair, clean and remove the garbage from the Unit.
- [36] DD submitted photographs of the Unit before and throughout the tenancy (EP303 to 326).

- [37] DD stated that at the start of the tenancy he would cut the lawn at the Unit. DD stated that during this time at the Unit he witnessed more items being stored outside the Unit, i.e., tires. DD stated that the Tenant was given warnings about the clutter and items being stored outside in the past.
- [38] DD stated that in 2023 he changed property managers. DD stated that there may have been miscommunication and things missed by the former property manager. DD stated that the condition of the Unit has gotten to a point where the safety of the Tenant, occupants and anyone doing work in the Unit is in question. DD stated that it will cost a lot of money to repair and clean the Unit.
- [39] DD stated that he has received complaints from neighbours and bylaw violations from the municipality.
- [40] The Tenant's evidence is summarized as follows.
- [41] The Tenant did not dispute some of the damage in the Unit, which was caused by her nephew who lived in the Unit for a period of time. The Tenant disputed some of the other alleged damage as pre-existing and faulty construction.
- [42] The Tenant did not dispute the overall condition of the Unit. The Tenant stated that numerous personal and family hardships led to the Unit's unclean condition and accumulation of items and garbage. The Tenant stated that she has tried to clean the Unit and take items to the dump.
- [43] The Tenant stated that the former property manager was not helpful when she brought up concerns about the Unit. The Tenant stated that there was positive progress to clean the Unit. The Tenant stated that she would repair the damage to the wall caused by her nephew.
- [44] The Tenant stated that her two sons, one of her son's friends and herself live in the Unit. The Tenant stated that one of her sons sometimes will live with another family member for brief periods of time.
- [45] The parties have submitted a large volume of documentary and video evidence.
- [46] The evidence establishes that throughout the tenancy the Unit has deteriorated and was damaged beyond reasonable wear and tear for an eight-year-old building. What I must determine is whether or not the Tenant or a person permitted into the Unit caused the damage to the Unit.
- [47] I find that the Landlord's evidence establishes, on a balance of probabilities, that the Tenant and/or the occupants caused damage to the Unit. Particularly, I find that the Tenant did not dispute that her nephew who lived in the Unit for a period of time during the tenancy caused damage to the Unit.
- [48] Further, the Landlord's evidence, particularly, the photographs and the testimony from JF and BK establish that the Unit is in a significantly poor condition caused by hoarding garbage, storing larger items inside and outside the Unit and overall neglect.
- [49] Despite the Tenant's genuine hardships over the past number of years, I find that the Landlord has established a valid reason contained in the Notice for ending the tenancy. Therefore, I find that the Notice is valid and the Application is denied.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy will end between the parties effective November 14, 2025 at 5:00 p.m.
2. The Tenant and all occupants must vacate the Unit by this date and time.
3. 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, this 6th day of November, 2025.

(sgd.) Cody Burke

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**Cody Burke**  
**Residential Tenancy Officer**

**NOTICE**

**Right to Appeal**

This Order can be appealed to the Island Regulatory and Appeals Commission (the “Commission”) by serving a Notice of Appeal with the Commission and every party to this Order within **7 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

**Filing with the Court**

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.