

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlords seeks to end the tenancy because the Tenant failed to pay rent, disturbed and endangered others, or put the Landlord's property at significant risk.
- [3] The Tenant disputes the reasons contained in the eviction notice.

DISPOSITION

- [4] I find that the tenancy will continue in full force and effect.

BACKGROUND

- [5] The Unit is a one-bedroom apartment in a house owned and also occupied by the Landlords (the "Residential Property").
- [6] On March 1, 2023, the Landlords and the Tenant entered into a written one-year fixed-term tenancy agreement for the Unit. The tenancy agreement then continued on a month-to-month basis. Rent is \$1,040.00 due on the first day of the month. A \$700.00 security deposit was paid at the beginning of the tenancy.
- [7] On October 2, 2025, the Landlords served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of October 1, 2025, for non-payment of rent for October 2025, disturbing and endangering others, or putting the Landlords' property at significant risk (the "Notice").
- [8] Regarding the non-payment of rent, the earliest vacate date for the Notice is October 22, 2025, because of the minimum notice period required by subsection 60(1) of the Act. For this reason, the Notice's vacate date is automatically corrected to October 22, 2025, under section 54.
- [9] Regarding disturbing and endangering others, or putting the Landlords' property at significant risk, the earliest vacate date for the Notice is November 30, 2025, because of the minimum notice period required by subsection 61(3) of the Act. For this reason, the Notice's vacate date is automatically corrected to November 30, 2025, under section 54.
- [10] On October 7, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office, disputing the Notice.
- [11] On October 15, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for October 28, 2025.
- [12] On October 22, 2025, the Rental Office sent the parties a 128-page evidence package.
- [13] On October 28, 2025, the Tenant, the Tenant's witness and the Landlords participated in a teleconference hearing. The parties confirmed that all the evidence submitted to the Rental Office was included in the evidence package.
- [14] After the hearing, the parties submitted additional evidence, which was added to the record.

ISSUE

- A. Must the Tenant and all occupants vacate the Unit?

ANALYSIS**Rent**

- [15] The Landlords stated that the Tenant failed to pay rent for October 2025 on time. They stated that the Tenant eventually paid the rent, but not until October 16, 2025.
- [16] The Tenant stated that Social Services pays his rent, and he had to complete paperwork to ensure his rent would continue to be paid in October 2025. The Tenant stated that he was incarcerated and was unable to fill out the paperwork on time.
- [17] The Tenant stated that he had the rent money on October 14, 2025, and attempted to pay the Landlords, but they were unavailable. The Tenant stated that he paid October's rent on October 16, 2025.
- [18] The Landlords' first reason in the Notice for ending the tenancy is under subsection 60(1) of the Act, which states:

A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.

- [19] The Tenant disputed the Notice under clause 60(4)(b) of the Act, which states:

*Within 10 days after receiving a notice of termination under this section, the tenant may
(a) dispute the notice of termination by making an application to the Director under section 75.*

- [20] The evidence establishes that the Tenant paid the outstanding rent for October 2025 on October 16, 2025. Therefore, I find that the Landlords' first reason in the Notice for ending the tenancy due to non-payment of rent is no longer valid.

Cockroaches

- [21] The Landlords stated that on August 13, 2025, they first noticed cockroaches in the Residential Property. They stated that the cockroaches did not originate in their part of the Residential Property and believe they came from the Unit, because the infestation was worse in the Unit. The Landlords stated they believe that the Tenant caused the cockroach infestation.
- [22] The Landlords stated that they first tried treating the infestation themselves. When they were treating the Unit, they posted multiple 24-hour notices on the Unit's door stating that they would be entering for treatments. They stated that the Tenant did not cooperate with their treatments, and he did not communicate with the Landlords regarding the cockroach infestation.
- [23] The Landlords stated that at certain times, multiple notices were on the Unit's door, so they removed them. They stated that they did not leave the notices they removed in the Unit or with the Tenant.
- [24] The Landlords stated that their treatments were not working, so they contacted a pest control company. They posted 24-hour notices on the Unit's door in the days leading up to the pest control company's attendance. The notices gave the Tenant some instructions on how to prepare the Unit for the first treatment.
- [25] On October 24, 2025, the pest control company performed the first treatment in the Residential Property. The Landlords stated that the Unit could not be fully treated as the Tenant did not have it ready at that time.

- [26] The Landlords submitted into evidence a Service Inspection Report (the "First Report") from the pest control company, dated October 24, 2025. The General Comments/Instructions on the First Report stated:

*"Came by to do the cockroach treatment
38: put dust in outlets and hinges
Sprayed around baseboards, cupboards, drawers, behind the fridge, stove, dishwasher,
and under the sinks
Placed sticky traps in strategic locations to monitor activity
36: the entry way was not ready and couldn't be done, same with the bedroom closet,
couldn't do a full treatment of the living room. Treated what was possible and put out sticky
traps will need to return to do a full treatment asap"*

- [27] After the teleconference hearing, the Landlords submitted into evidence a second Service Inspection Report (the "Second Report") from the pest control company, dated October 31, 2025. The General Comments/Instructions on the Second Report stated:

*"Came by to finish 36s cockroach treatment
Sprayed around the baseboards, cupboards, drawers, behind the fridge, stove, under
sinks, and in the entryway.
There was food left out, dirty dishes, half finished coffee, and a garbage bag on the floor
this could delay the progress of the treatment
Dust is in outlets and hinges
Placed sticky traps in strategic locations to monitor activity
Sprayed in the laundry room as well behind the machines and around the base
Placed two sticky traps by the machines and interior wall"*

- [28] The Tenant stated that he did not know there was a cockroach infestation until the Landlords told him about it on August 13, 2025. He stated that the cockroach infestation was not his fault. He stated that the Landlords should have called a pest control company as soon as they first noticed the cockroaches, rather than waiting and trying to treat the Unit themselves.

- [29] The Tenant stated that he was not aware of how many times the Landlords entered the Unit for their treatments, as the Landlords did not leave him with all the 24-hour notices. The Tenant stated that he was incarcerated for a portion of the time the Landlords were treating the Unit themselves.

- [30] The Tenant stated that he moved items away from the wall by October 20, 2025, and prepared his Unit for the first pest control company treatment. He stated that he spoke to a pest control technician before the October 24, 2025, treatment and was informed that nothing else needed to be moved in the Unit, and he was told it was "all good."

- [31] The Tenant stated that after the first treatment on October 24, 2025, the Landlords emailed the Tenant's witness on October 25, 2025, and stated that additional items had to be moved in the Unit for the subsequent treatment. The Landlords stated in part:

*"[The pest control company] was not able to do a full treatment in [the Unit] as they were
unable to get to the baseboards in these areas as items were piled against the walls.
Please contact him to prepare the 3 areas so that the treatment can be completed."*

- [32] On October 27, 2025, the Landlords emailed the Tenant's witness and stated:

*"[Tenant's witness] have [the Tenant] send photos when when this is completed please,
has the stove been pulled out and cleaned? Has the Fridge been pulled out and cleaned?
These are the best places for roaches to hide."*

- [33] The Tenant stated that the Landlords' requests had been completed before the second treatment, and he provided photographs of the Unit as evidence.
- [34] The Landlords' second reason in the Notice for ending the tenancy is under clause 61(1)(d) of the Act, which states:

61(1) A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

- (d) the tenant or a person permitted on the residential property by the tenant has*
- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*
 - (iii) put the landlord's property at significant risk.*

- [35] Additional applicable legislation regarding this matter is under section 9 of the *Public Health Act Rental Accommodation Regulations* (the "Regulations"), which states in part:

The owner of any dwelling shall, when necessary

(a) carry out repairs or alterations to such dwelling in order to make it sound, weatherproof, damp-proof, vermin-proof, safe and sanitary in every respect;

...

(c) take necessary precautions and undertake necessary treatment to prevent or eliminate infestations by cockroaches, bedbugs, fleas, silverfish, weevils, flies, rats, mice and any or all other pests.

Causation

- [36] The Landlords allege that the Tenant caused the cockroach infestation in the Unit. However, I find that the Landlords have provided insufficient evidence, such as expert witness testimony or a causation report from Environmental Health or a pest control company, to establish that the Tenant caused the cockroach infestation in the Unit or the Residential Property.

Landlords' Treatments

- [37] The Landlords allege that the Tenant failed to cooperate with the Landlords during their pest control treatments and would not communicate with them.
- [38] However, I find that the evidence establishes that the Landlords did not always leave the 24-hour notices on the Unit's door. Therefore, I am not satisfied that the Tenant was always sufficiently notified of the Landlords' treatment schedule or what the Landlords required of the Tenant regarding the treatments.
- [39] Furthermore, based on the Landlords' testimony and photographs regarding the severity of the infestation, I am not satisfied that even with the Tenant's full cooperation, the Landlords' course of treatment would have been the "*necessary treatment*" required to eliminate the cockroach infestation.

Pest Control Company Treatments

- [40] The Landlords allege that the Tenant failed to cooperate with the pest control company's treatments. The evidence establishes that the pest control company first treated the Unit on October 24, 2025. The Tenant stated that he was present before the treatment, and a technician told him that nothing else needed to be moved in the Unit and that it was "all good."
- [41] I note that the First Report appears to contradict the Tenant's testimony, as it states in part:
- "the entry way was not ready and couldn't be done, same with the bedroom closet, couldn't do a full treatment of the living room. Treated what was possible and put out sticky traps will need to return to do a full treatment asap"*
- [42] However, the pest control technicians listed on the First Report did not participate in the hearing to provide witness testimony regarding what they had observed in the Unit or what they may have told the Tenant before the first treatment. I note that witness testimony from the technicians may have assisted in the determination of this matter.
- [43] The Unit was treated a second time on October 31, 2025. In the Second Report, the technicians noted:
- "There was food left out, dirty dishes, half finished coffee, and a garbage bag on the floor this could delay the progress of the treatment".*
- [44] Regarding the Second Report, the technicians stated that the condition of the Unit "could" delay the progress of the treatment. I note that the technicians did not report that the condition of the Unit "would" delay the progress of the second treatment or that the second treatment could not be completed.
- [45] Furthermore, the Landlords had requested that the Tenant clear the baseboards and pull the stove and fridge away from the wall, before the second treatment. There was no evidence submitted stating that these instructions were not followed. There is also insufficient evidence to establish that the Tenant was instructed on what to do regarding his food, dishes, or garbage bag, prior to the Second Treatment.
- [46] The Landlords have the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notice.
- [47] 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 tenant must put forward compelling evidence..."*
- [48] In this case, I find that the Landlords have not provided sufficient evidence to terminate the tenancy agreement.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 6th day of November, 2025.

(sgd.) Mitch King

Mitch King

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 **20 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.