

**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 Landlord served eviction notices to the Tenant seeking to end the tenancy for multiple reasons, including the Tenant and the Occupant's denial of access to the Unit.
- [3] The Tenant and the Occupant dispute the eviction notices.

**DISPOSITION**

- [4] I find that the Tenant, the Occupant and all other occupants must vacate the Unit by the timeline below for denying the Landlord access to the Unit.

**BACKGROUND**

- [5] The Unit is three-bedroom, two-bathroom single family house that the Landlord purchased from the Tenant and the Tenant's spouse around January 22, 2021. The Landlord did not obtain the Unit's keys upon completion of the transaction.
- [6] The Landlord, the Tenant and the Tenant's spouse entered into a written, fixed-term tenancy agreement from February 1, 2021 to February 28, 2022 (the "Tenancy Agreement"). A security deposit was not required. At the end of the fixed-term the tenancy continued on a monthly basis.
- [7] The Tenant's spouse moved out of the Unit about one year into the tenancy. The Tenant's spouse passed away on November 29, 2025.
- [8] Rent in the amount of \$1,074.76 is due on the first day of the month.
- [9] The Landlord and the Tenant were involved in two earlier Rental Office proceedings and one earlier Island Regulatory and Appeals Commission (the "Commission") proceeding regarding ending the tenancy.
- [10] On October 4, 2023 the Occupant also filed a statement of claim against the Landlord in the Supreme Court of Prince Edward Island (the "Court"). The Occupant made multiple claims, which include claims for a constructive trust and quantum meruit compensation regarding the Unit. These claims are outside of the Rental Office's jurisdiction.
- [11] On October 10, 2023 the Occupant filed a certificate of pending litigation with the Court and on October 11, 2023 this certificate was filed with the Registry of Deeds.
- [12] On January 3, 2024 the Landlord filed a statement of defence with the Court.
- [13] On November 13, 2025 the Landlord posted to the Unit's door two *Form 4(A) Eviction Notices* with a vacate date of December 31, 2025 (the "Notices"). The Landlord also emailed the Notices to the Tenant and the Tenant's attorney (the "Attorney") under a power of attorney.
- [14] On or about November 14, 2025 the Occupant filed a notice of motion (the "Motion") with the Court seeking an order restraining the Landlord's access to the Unit.
- [15] On November 20, 2025 the Occupant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office on behalf of the Tenant and the Occupant disputing the Notices.

- [16] On December 4, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 13, 2026, along with the Application.
- [17] On or about December 17, 2025 the Court dismissed the Occupant's Motion.
- [18] On December 18, 2025 the Rental Office emailed the parties notice of a teleconference hearing rescheduled for February 5, 2026.
- [19] On January 21, 2026 the Rental Office emailed the parties a 141-page evidence package ("EP").
- [20] On February 5, 2026 the Occupant, the Landlord and the Landlord's legal counsel ("Counsel") participated in a teleconference hearing. The parties confirmed that all evidence previously submitted to the Rental Office was included in the evidence package. Counsel submitted additional evidence regarding service of the Notices during the hearing.

## ISSUE

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

## ANALYSIS

### Legal Basis

- [21] For the reasons below, I find that the Landlord has established a valid basis under clause 61(1)(d) of the *Act* to end the tenancy for denying the Landlord access to the Unit.
- [22] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notices.
- [23] In Order LR24-64 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..."*

- [24] The Landlord seeks to end the Tenancy Agreement under clauses 61(1)(d) and (e) 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:*

*(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;*

*(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that*  
*(i) has caused or is likely to cause damage to the landlord's property,*  
*(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*  
*(iii) has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant;*

**Determination**

- [25] The evidence presented establishes that the Tenant has permitted the Occupant to live in the Unit. The Occupant is not a party to the Tenancy Agreement and the Occupant is not the Landlord's tenant. The Occupant is not identified as an occupant in the Tenancy Agreement.
- [26] The parties provided evidence regarding denial of access to the Unit.
- [27] On November 12, 2025 at 10:25 a.m. the Landlord sent the following email to the Tenant and the Attorney (EP32 and 104):

*"Subject: Access to property tomorrow, Nov 13/25 from 1-2pm.  
[email addresses]*

*Hi [Attorney]:*

*I hope this email finds you well. I am having an appraisal done on the [Unit] tomorrow, November 13, 2025 from 1pm to 2pm. [Occupant] was initially agreeable to this provided I gave one weeks notice. I have done that, then he chose to rescind the agreement after it was made. As you are well aware, [Occupant] is not my tenant and he is not on the lease. Your parents [Tenant and Tenant's spouse] are on the lease and you are their Power of Attorney. So I am reaching out to you to inform you I will be attending the property tomorrow with the appraiser from 1-2 pm. I do not want [Occupant] to be present during this time and again, I am requesting a copy of the key to the front door of the house as well as the garage. Please leave these on the kitchen table for me. Please let me know which door will be unlocked to the house and have the garage door unlocked. I appreciate your assistance and cooperation in advance. As you are aware, I have a legal right as the owner of the property to inspect the property provided I give 24 hours of written notice.*

*I am paying several hundred dollars to have this assessment done. If I am denied access again, I will be sending the bill to you to be payable to the appraiser; Police will be involved; and I will be serving an eviction notice on the property.*

*Thank you,*

*[Landlord]"*

- [28] The Act permits the Landlord and the Landlord's appraiser to access the Unit with 24 hours' written notice to the Tenant under subsection 23(b).
- [29] I find that the Landlord had a lawful right to access the Unit based upon this written notice.
- [30] On November 12, 2025 the Attorney responded to the Landlord with a message from the Occupant (EP33 and 105), which stated as follows:

*"Dear [Landlord],*

*As you are aware, the [Unit] is the subject of an active unjust enrichment proceeding before the Supreme Court of Prince Edward Island. A Notice of Pending Litigation (Lis Pendens) has been registered on title, confirming that ownership and possession of the property are currently before the Court.*

*Until this matter is resolved, or some agreement is made in good faith, any appraisal or related action concerning the property must receive proper authorization from the Court.*

*Accordingly, I am unable to provide access, keys, or consent for any appraisal or inspection without either a Court direction or a mutually agreed written arrangement. Any appraisal or billing initiated unilaterally cannot be enforced without a Court order. Furthermore, any attempt to involve law enforcement or other authorities to remove me from the property would constitute interference with the judicial process and will be brought to the Court's attention.*

*I trust that this matter can be resolved fairly through the ongoing discussions or legal proceedings.*

*Please direct all correspondence regarding this property to me at the address above.*

*Sincerely,*

[Occupant]"

- [31] I find that the Tenant and the Occupant, through the Attorney's communication of the Occupant's message, denied the Landlord access to the Unit when the Landlord had a lawful right to access.
- [32] At the hearing the Occupant argued that access was not denied. The Occupant stated that there were keys waiting for the Landlord at the Unit and all the Landlord had to do was request the keys. The Occupant stated that there was an issue that the Landlord was restricting who could be present when access would be provided.
- [33] However, these specific issues were not raised in the Attorney's message.
- [34] Instead, the Attorney informed the Landlord that the Landlord would need resolution of the Occupant's Court proceeding, Court approval or an agreement before an appraisal would be permitted.
- [35] The Attorney's message above stated in part "...I am unable to provide access, keys, or consent for any appraisal or inspection without either a Court direction or a mutually agreed written arrangement."
- [36] I note that the Attorney's message to the Landlord denying access is consistent with the Occupant's Motion dated November 14, 2025 (EP43) and the Occupant's Draft Order (EP130), which sought the following remedies:
- "1. The [Landlord] is restrained from attempting to remove, evict, or otherwise interfere with the [Occupant's] lawful possession of the [Unit].
  2. The [Landlord] is restrained from arranging, conducting, or billing the [Occupant] for any appraisal, inspection, or similar activity in relation to the said property without prior authorization of this Honourable Court.
  3. The [Landlord] is restrained from contacting or involving the RCMP, sheriffs, or any other law enforcement authorities for the purpose of removing the [Occupant] or otherwise interfering with his residence on the property.
  4. Such further relief as this Honourable Court may consider just and appropriate to protect the [Occupant's] lawful possession pending the final determination of the main proceeding."

- [37] Upon review of the Court records it is apparent that the Tenant and the Occupant were denying the Landlord access to the Unit before obtaining a court order. The Court ultimately dismissed the Occupant's motion and awarded costs against the Occupant (EP63). The parties stated that there are no other orders issued under this Court docket.
- [38] The Tenant and the Occupant denied the Landlord access to the Unit without a Court order at their own peril.
- [39] The Tenant's current right to use the Unit is based upon the Tenancy Agreement. The Occupant's right to use the Unit is based upon the Tenant's permission. As a result, the Tenant and the Occupant are subject to the rules in the *Residential Tenancy Act*.
- [40] Under the *Act*, the Landlord was not required to obtain a Court order or enter a mutual agreement to access the Unit.
- [41] The Landlord was entitled to access after serving a written notice in accordance with subsection 23(b).
- [42] I note that the Commission already forewarned the Tenant and the Tenant's family members of the consequences of denying access to the Unit.
- [43] In Order LR23-62 the Commission stated as follows (paragraph 16):
- "That said, the Landlord is fully justified to, in the future, provide the Tenant with notice in full compliance with sub-clause 23.(b)(ii) of the RTA. If the Tenant refuses access to the Premises, the Landlord is within her rights to reapply for an eviction and such application may very well be successful. The Tenant, her legal counsel and her family members should be considered to have been forewarned of the consequences of refusing entry where valid notice has been given."*
- [44] The Attorney, on behalf of the Tenant and the Occupant, communicated to the Landlord that written notice was insufficient for the Landlord to obtain access to the Unit.
- [45] The Tenant and the Occupant did not have a lawful basis for denying access.
- [46] I find that this denial of access breached clause 61(1)(d) of the *Act*, particularly in light of the Commission's earlier warning to Tenant and the Tenant's family members of the consequences.
- [47] I note that the Landlord's November 12, 2025 email to the Tenant and the Attorney also warned that an eviction notice would be served if access was refused.
- [48] As a result, the Notices are valid and the Application is denied.
- [49] The Tenant, the Occupant and all other occupants must vacate the Unit by the timeline below.

**Additional Grounds in the Notices**

- [50] The parties provided evidence regarding other grounds that the Landlord is seeking to end the tenancy.
- [51] The Landlord's evidence is that, although rent payments originate from the Tenant's bank account, the Tenant has not been living in the Unit for about one or two years. The Landlord believes that the Occupant has possessed the Unit since at least July of 2023.

- [52] The Occupant stated that the Tenant previously moved from the Unit to a senior home and the Tenant later moved to a manor. The Occupant stated that the Tenant still visits the Unit and stays overnight on occasions. The Occupant provided evidence that he has continuously resided in the Unit since October of 2023.
- [53] The parties also provided evidence regarding the Landlord's other grounds.
- [54] I will not determine these other grounds because I have already determined a valid ground for ending the tenancy.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the Landlord and the Tenant will terminate effective **5:00 p.m. on February 19, 2026**.
2. The Tenant, the Occupant and all other occupants must vacate the Unit by this time and date.
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 12th day of February, 2026.

(sgd.) Andrew Cudmore

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**Andrew Cudmore**  
**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.