

INTRODUCTION

- [1] This decision determines an application that the Tenant filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Tenant disputes the Landlord's eviction notice served for disturbing others, causing damage and failing to comply with a material term of the tenancy agreement.

DISPOSITION

- [3] I find that there is sufficient evidence to end the tenancy.
- [4] The Tenant and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [5] On September 21, 2010 the parties entered into a written, monthly tenancy agreement for the Unit. At the beginning of the tenancy, rent in the amount of \$260.00 was due on the first day of the month. No security deposit was required. No evidence on the current rent was presented.
- [6] The parties were part of a prior Rental Office eviction dispute.
- [7] On October 17, 2012 the Rental Office issued Order LD12-283, which is included in the evidence.
- [8] On January 21, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective February 28, 2026 (the "Notice") for disturbing others, causing damaging and failing to comply with a material term of the tenancy agreement. The particulars of termination stated:
- "Tenant is non-compliant with cleaning requirements issued to her in writing by the Department of Health. Tenant also not compliant with pet policy despite written warning and interventions by Humane Society. Unit is unsafe and damaged by tenant's clutter, animal hoarding, and uncleanliness."*
- [9] On Saturday, January 31, 2026 the Tenant emailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") disputing the Notice. The Application also requested a determination that the Landlord contravened the Tenant's rights under the *Act*. The Application states the Landlord's representatives enter the Unit without sufficient notice.
- [10] The Application was considered filed with the Rental Office on Monday, February 2, 2026.
- [11] On February 20, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 12, 2026. The evidence deadline was February 27, 2026. The Landlord's representative requested an alternate method of hearing.
- [12] On March 2, 2026 the Rental Office emailed the parties a new notice of paper-based hearing with an updated evidence deadline of March 5, 2026 and a response deadline of March 16, 2026.
- [13] On March 2, 2026 and March 5, 2026, the Landlord's representatives submitted two signed *Certificates Respecting Evidence*.
- [14] On March 10, 2026 the Tenant submitted a signed *Certificate Respecting Evidence*.
- [15] On March 10, 2026 the Rental Office emailed the parties a 54-page PDF evidence package ("EP").

- [16] On March 17, 2026 the Rental Office emailed the Landlord the Tenant's response evidence, which included one email and two photographs. The Landlord did not submit responses to the evidence.
- [17] On March 18, 2026 this Order was completed and issued to the parties.

ISSUE

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

ANALYSIS & FINDINGS

- [18] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy.
- [19] 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..."

- [20] In this case, the Landlord selected three reasons on the Notice for ending the tenancy based on clauses 61(1)(d), (f) and (h) of the Act, which state:

- (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;*

- (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;*

- (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.*

- [21] For the reasons below, I find that there is sufficient evidence to end the tenancy.

Cleanliness & Damage to the Unit

- [22] Subsections 28(3) and (4) of the Act outline the Tenant's responsibility for ordinary cleanliness and undue damage during the tenancy.

- [23] The Landlord argues that the Tenant has kept the Unit in an extreme state of hoarding and uncleanliness, which has significantly interfered with or unreasonably disturbed other tenants, have seriously jeopardized the health and safety of the Unit, and the lawful right of the Landlord.

- [24] The Landlord's evidence includes written submissions from the Landlord's representatives, a witness submission, an Environmental Health Report dated October 20, 2025 (the "Health Letter"), written warnings dated throughout the tenancy, a bylaw warning, receipts, a letter from Stewart's Restoration with photographs of the Unit from December 2024 and a copy of the tenancy agreement.
- [25] The Landlord's representative and the witness's submissions outline an on-going issue with the Unit's uncleanliness, animal hoarding and overall poor housekeeping caused by the Tenant.
- [26] The Landlord's evidence states that service providers, including plumbers, electricians and furnace technicians have reported unsafe and unsanitary conditions in the Unit. The Landlord's evidence includes a receipt dated November 30 2023 from KAMSTAR Inc., which states the plumber was unable to get to the basement to look at the kitchen drain.
- [27] The Landlord's evidence also includes an undated written submission from Stewart's Restoration. However, the submission states that on December 9, 2024 four Stewart's Restoration employees arrived at the Unit to clean the hot water radiators, air exchange vents and bathroom vent. The statement states that there was significant access limitation due to the volume of contents throughout the Unit. Stewart's Restoration submitted photographs of the Unit showing clutter and items in specific parts of the Unit.
- [28] The Landlord's witness's letter is a report from an inspection completed with the witness and the Landlord's representative on August 14, 2025 at the Unit.
- [29] In summary, the Landlord's witness described the Unit as being very cluttered causing some areas of the Unit to be inaccessible. The letter also stated that the Tenant admitted to having three cats and one dog during the inspection. At the conclusion of the inspection, the Landlord's representative gave the Tenant one week to rehome the three cats. The Tenant was only permitted to have one dog in the Unit. The Tenant was also required to declutter and clean the Unit.
- [30] The Health Letter is dated October 20, 2025 based on an Environmental Health Officer's inspection on September 18, 2025. The Health Letter made the following observations and one requirement for the Tenant, in part:

"Observations:

- *A strong smell of ammonia was noted at [the Unit]. Areas observed included kitchen area, basement, and upstairs areas including the bathroom and two bedrooms.*
- *[The Landlord] noted that many items were removed from the basement; however, a smell of ammonia persisted in this area.*
- *The upstairs bathroom sink was not draining. The Tenant noted it had been this way for a few days but had not been reported to [the Landlord].*
- *...*
- *Observed three dogs in the Unit during inspection. [The Landlord] noted there were upwards of 30 cats that were in the Unit and were recently removed by the Humane Society.*
- *Observed an accumulation of items such as clothing and other objects which would make cleaning difficult and would impede the cleaning and removal of urine/ammonia from the rental accommodations.*

Requirements re [Unit]:

- *The Tenant is required to ensure the dwelling is restored to a clean and sanitary condition..."*

- [31] The Landlord's representative stated that when she visited the Unit on October 27, 2025 to discuss the Health Letter's requirement, the Tenant said "*she would not participate in a clean up*" (EP40).
- [32] The Landlord's representative stated that her most recent visit to the Unit on January 5, 2026, she observed the Unit in a state of extreme uncleanliness and clutter, such that the living environment was considered unsafe in her opinion (EP40).
- [33] The Tenant stated that she is trying to complete the cleaning and declutter of the Unit. The Tenant's evidence includes health reports and a letter from her primary care professional detailing the Tenant's physical and mental health diagnosis. The Tenant stated that her poor health has negatively impacted her ability to quickly clean and declutter the Unit.
- [34] The Tenant stated that there is no undue damage and that the majority of the cleaning has been addressed since the Health Letter.
- [35] The Tenant stated that the Landlord has engaged in harassing behaviour, including entering the Unit without sufficient notice.
- [36] In response to the Landlord's evidence, particularly the photographs of the Unit, the Tenant submitted their own photographs. The Tenant stated that the Landlord's evidence are older photographs and that the clutter has since been removed as shown in the Tenant's evidence.
- [37] I have reviewed the evidence and submissions provided.
- [38] The evidence presented establishes that there was cleanliness and clutter issues with the Unit in the past. These issues resulted in professionals being unable to complete jobs at the Unit, which resulted in the Landlord warning the Tenant to clean and declutter the Unit.
- [39] The December 2024 photographs and the Health Letter based on a September 2025 inspection establishes past cleanliness and clutter issues in the Unit.
- [40] However, I find that the Notice was given to the Tenant on January 21, 2026, and there is little to no objective or direct evidence to establish the Unit's current condition. I further find that the only evidence submitted that provides some clarity on the Unit's current condition is the Tenant's two photographs, although undated, which show a significant improvement to the Unit's cleanliness and clutter issues.
- [41] The Landlord has the onus to prove its case. The Landlord's representative's written statement regarding the January 5, 2026 visit is the most recent evidence in the timeline of events leading up to the service of the Notice. However, the Landlord did not submit any photographs, videos or third-party inspections to corroborate the Landlord's representative's statement.
- [42] Further, I find that the evidence does not establish that the Tenant has damaged the Unit.
- [43] Therefore, I find that the reasons related to cleanliness, clutter and damage to the Unit under clauses 61(1)(d) and (f) are denied.

Breach of a Material Term – Pets

- [44] The Landlord claims that the Tenant failed to comply with a material term of the tenancy agreement and failed to correct the situation after a reasonable time after receiving written warning. The material term in question is Schedule D, item 10, which states:

“PETS 10. Pets are not allowed on the premises without prior written consent of the Lessor. Permission will be withdrawn if the Lessee fails to exercise proper control over the pet, observe all applicable municipal by-laws and regulations, if, in the opinion of the Lessor, the pet interferes with the rights and enjoyment of neighbours, or if the pet causes damage to the housing unit.”

- [45] The parties presented conflicting evidence regarding exactly how many pets were or are in the Unit.
- [46] The Landlord’s evidence includes a July 14, 2015 letter to the Tenant outlining the *Responsible Pet Ownership Policy*, and two pet registration forms. The letter stated that *“Each household may apply to register a maximum of two pets.”*
- [47] In the Stewart’s Restoration submission, it was stated that in December 2024, that *“multiple pets in the home presented further access and safety concerns.”*
- [48] The Landlord’s representative’s submission stated that the Tenant surrendered over 20 cats to the Humane Society in June 2025 (EP41). During the August 14, 2025 inspection, the Landlord’s representative and the Landlord’s witness stated that they saw three cats and one dog in the Unit.
- [49] The Health Letter during the September 18, 2025 inspection observed, *“three dogs in the Unit.”*
- [50] On September 18, 2025 the Landlord gave the Tenant a warning letter about the pet policy. The warning letter stated that the Tenant was only permitted one dog, and that the Tenant was required to remove the new dog within 7 days of receiving the warning letter.
- [51] The Landlord’s representative’s written submission stated that during the January 5, 2026 visit she observed four cats and one dog in the Unit (EP30 & 42).
- [52] In the Tenant’s representative’s submissions dated January 23, 2026, the representative stated the Tenant has two dogs. A 10-year-old shi-tzu and a purebred sheep dog (EP6), and that the dogs are *“detrimental”* in the mental health of the Tenant and her daughter.
- [53] The Tenant’s representative stated *“with regards to the pets, there was a human rights hearing a few years ago that she ended up winning the right to have pets, [the Tenant] doesn’t have any documentation on this, but it was all done through human rights in Charlottetown”* (EP7).
- [54] I have reviewed the evidence and submissions provided.
- [55] The evidence presented establishes that there is a pet policy under the tenancy agreement. This is established on a review of the Schedule D, item 10 term’s wording and consistent with the past Rental Office finding in Order LD12-283.
- [56] The evidence presented also establishes that as of July 2015, the Landlord reaffirmed the pet policy by sending the Tenant a letter outlining the *pet registration forms* and clarifying the Tenant could have a maximum of two pets with written permission from the Landlord
- [57] I find that the evidence does not establish that the Tenant ever filled out a *pet registration form* as no *pet registration form* was submitted into evidence.
- [58] However, I find that the evidence establishes that the Tenant was permitted by the Landlord to have one dog (EP43). There is no evidence to establish that the Landlord permitted the Tenant to have any further pets.

- [59] I find that the evidence does not establish that the Landlord waived the no pet policy at any point during the tenancy. I further find that there is insufficient evidence to establish that the pets are considered service animals as defined under the *Act*. I also find that there is insufficient evidence to establish that the Human Rights Commission determined that the Tenant has a right to have the pets.
- [60] The Landlord's evidence provides a timeline of events, where different parties have witnessed a number of different pets in the Unit. I note that there have been observations of 1-3 dogs inside the Unit, and observations of 0 to over 30 cats in the Unit.
- [61] The most recent evidence from the Landlord states that as of January 5, 2026 there are 4 cats and 1 dog in the Unit.
- [62] The Tenant's representative has admitted that as of January 23, 2026 there are two dogs inside the Unit. This submission was signed by the Tenant (EP16). The submission makes no reference or admission regarding cats in the Unit.
- [63] In this case, the reason for the eviction is based upon a breach of a material term under the tenancy agreement. The Tenant has lived in the Unit for over 16 years. The pet policy under the tenancy agreement requires written permission from the Landlord for the Tenant to have pets in the Unit. Based upon the July 2015 letter, a maximum of 2 pets are allowed, with written permission from the Landlord by the pet registration form.
- [64] The Landlord has expressed its disapproval of a second pet, in this case a dog, being in the Unit. The Landlord's evidence is that the dog was last seen in the Unit as of January 5, 2026. The Tenant's evidence admits that there is a second dog in the Unit as of January 23, 2026.
- [65] Based on the evidence presented, I find that the Tenant has breached a material term of the tenancy agreement. Further, I find that the second dog remains in the Unit despite the Landlord giving the Tenant written warning on September 18, 2025. The warning was given 4 months before the Notice was given to the Tenant.
- [66] The *Act* does not define what a "*material term*" is in a tenancy agreement. In Order LR23-34 the Commission upheld an eviction for breach of a material term of a tenancy agreement, stating in part (paragraphs 17 & 20):
- "The Commission also finds a termination of the tenancy is justified under clause 61.(1)(h). The Landlord initially requested access in their May 8, 2023 email. The Tenant refused access as demonstrated in her May 9 email thus establishing failure to comply with a material term of the tenancy agreement..."*
- The Commission finds that, notwithstanding the Tenant's personal condition, the Tenant failed to comply with a material term of the tenancy agreement has not corrected that situation within a reasonable time after receiving written notice to do so, and accordingly it is necessary to terminate the rental agreement."*
- [67] In the above case, the Commission determined that the tenant's failure to give the landlord access to the rental unit after the landlord complied with the notice requirements under clause 23(b)(i) was a breach of a material term of the tenancy agreement, and warranted the end of the tenancy after the landlord provided written warning and the tenant failed to correct the situation within a reasonable time.
- [68] In this case, the breach is not related to a provision set out in Part 2, Division 4 of the *Act*, but additional terms set out in the tenancy agreement. The parties were aware of and agreed to this "no pet" policy as a term in the tenancy agreement.

- [69] I find that a “no pet” clause in a tenancy agreement is a *material term* because it addresses a fundamental aspect of the tenancy that affects both the Landlord and the Tenant. Such a clause protects the Landlord’s property, and impacts the health, safety and reasonable expectations of all parties. Allowing a pet or an unauthorized number of pets where a no-pet rule applies changes the nature of the agreement and can create risks or harm that the parties specifically sought to avoid. Therefore, I consider breaching a no-pet clause to be a breach of a material term of a tenancy agreement.
- [70] Further, I find that the Tenant and the Landlord had an eviction dispute over almost identical facts, which were determined in Rental Office Order LD12-283, which stated in part:
- “The evidence shows that [the Tenant] was aware that pets were not permitted even before she moved into the unit; however, she took the cat into the unit nevertheless because of her daughter. The lessee’s evidence is that she had the cat in her former residence...and the former project manager was aware of this; however, the lessee never asked for written permission from the lessor to bring the cat into [the Unit].*
- The Act [referring to the former legislation the Rental of Residential Property Act] is silent on matters with respect to the lessee’s daughter and this is a very unfortunate situation. Having said that, it is within the jurisdiction of the Officer to determine whether the Notice of Termination dated July 26, 2012 is valid. Based on the evidence and submissions before me, the Officer finds that the lessee has conducted herself in a manner that has breached the provisions of Section 14.(1)(e) of the [former] Act. However, [the Tenant] will have to choose between living in the unit and her pet(s) because she cannot have both if she wants to continue to reside in the unit in question. If the lessee permanently removes the pet(s) then the rental agreement between the parties shall continue. But, if the lessee does not permanently remove the pet(s) then the rental agreement between the lessor and the lessee for the residential premises shall terminate as of 12:00 midnight, October 31, 2012.”*
- [71] In this case, the Tenant has again brought a pet into the Unit without written permission. Similarly to the previous decision, I find that the evidence establishes that the Tenant was aware of the pet policy and was aware that the Landlord did not approve of a second dog.
- [72] I find that the Tenant has breached a material term of the tenancy agreement and that the Landlord provided written warning, which adequately meets the requirements under clause 61(1)(h)(ii) of the *Act*. I further find that there is insufficient evidence to establish that the pet(s) are considered *service animals* as defined by the *Act*. There is also insufficient evidence to establish that another tribunal authorized the Tenant to have pets.
- [73] I find that the Landlord has established a valid reason for ending the tenancy under the *Act*. Therefore, the Notice is valid and the tenancy must be terminated. The Tenant and all occupants must vacate the Unit by the timeline below.
- [74] Based upon the facts of this case and the specific reason for ending the tenancy, I will extend the vacate date under clause 85(1)(n) of the *Act*.
- [75] I find that there is insufficient evidence to find that the Landlord’s representative entered the Unit without sufficient notice.
- [76] The Application is denied.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on April 30, 2026.**
2. The Tenant and all 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 19th day of March, 2026.

(sgd.) Cody Burke

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.