

## INTRODUCTION

- [1] This decision addresses an application filed by the Landlord with the Residential Tenancy Office (the “Rental Office”) pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord served an eviction notice alleging that the Tenants were engaging in behaviour disturbing others, putting the property at significant risk, illegal activity and failing to comply with a material term of the tenancy agreement under clauses 61(1)(d), (e) and (h) of the *Act*.
- [3] The Landlord also seeks earlier termination of the tenancy under subsection 61(7).

## BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom apartment in a 63-unit building (the “Residential Property”).
- [5] On December 16, 2021, the parties entered into a written, monthly tenancy agreement. Rent in the amount of \$405.00 is payable on the first day of the month. No security deposit was required.
- [6] The parties were involved in an earlier Rental Office eviction dispute.
- [7] On October 19, 2023, the Rental Office issued Order LD23-489, which is included in the evidence. The Tenants appealed Order LD23-489 to the Island Regulatory and Appeals Commission (the “Commission”).
- [8] On December 18, 2023, the Commission issued Order LR23-79, allowing the appeal and ordering the tenancy agreement would continue, which is included in the evidence.
- [9] On April 13, 2026, the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with a vacate date of May 31, 2026 for behaviour disturbing others, putting the property at significant risk, illegal activity and failing to comply with a material term of the tenancy agreement (the “Notice”). The Notice was posted to the Unit’s front door on April 13, 2025 at 12:43 p.m. The particulars of termination state:

*“Ongoing breaches of the lease agreement, including allowing guests whose conduct has made other residents feel unsafe, with illicit drug use documented on video, repeatedly refusing lawful entry to inspections, and preventing treatment of a cockroach infestation traced to the unit. The tenants have also failed to remove unregistered vehicles from parking lot (violation of established housing policies) despite repeated requests.”*

- [10] On April 16, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking vacant possession of the Unit, for the Sheriff to put the Landlord in possession, and earlier termination of the tenancy. The Application was posted to the Unit’s front door on April 16, 2026 at 3:21 p.m.
- [11] On April 24, 2026, the Rental Office e-mailed the Landlord notice of a teleconference hearing scheduled for May 12, 2026. The Landlord posted the notice of hearing on the Unit’s front door on April 24, 2026 at 2:49 p.m.
- [12] On May 4, 2026, the Rental Office e-mailed the Landlord a 132-page PDF and 1-video-recording evidence package. The Landlord posted the evidence package with a USB drive on the Unit’s front door on May 4, 2026 at 2:55 p.m.

- [13] On May 12, 2026, the Landlord's representative (the "Representative"), the Landlord's witness ("DT") and one of the Tenants (the "Tenant") participated in the tele-hearing. The Tenant represented the Tenants. The parties confirmed that they received the evidence package and all evidence submitted to the Rental Office was included.

## DISPOSITION

- [14] The Notice is valid; however, there is insufficient evidence to warrant earlier termination of the tenancy.
- [15] The Tenants and all occupants must vacate the Unit, in accordance with the timeline in the Notice.

## ISSUES

- A. Must the Tenants and all occupants vacate the Unit due to the Notice?
- B. Must the tenancy end earlier than the vacate date in the Notice?

## ANALYSIS & FINDINGS

- [16] When a party makes an application to the Rental Office, the onus is on that party to support their application with compelling evidence. In this case, the Landlord has the onus to prove that there is valid reason to end the tenancy on the civil standard of a balance of probabilities.
- [17] In Order LR26-16 the Commission made the following comments regarding a landlord ending a tenancy:

*"The Commission approaches the termination of a tenancy as a serious matter, given the significant impact an eviction has on a tenant's housing security. As noted in prior decisions, a landlord seeking to end a tenancy must provide clear, cogent, and compelling evidence to justify termination.*

*Therefore, the burden rests on the Landlord to establish, on a balance of probabilities, that one or more of the grounds for termination under section 61(1) of the Act have been met. This requires demonstrating that it is more likely than not that the alleged conduct occurred and that it meets the statutory threshold for eviction."*<sup>1</sup>

- [18] The Landlord seeks to end the tenancy under clauses 61(1)(d), (e) 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:*

- (d) the tenant or 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,**

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<sup>1</sup> Margaret Clow v. Montague Housing Authority 2026 PEIRAC 21, paras 49 & 50.

- (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.*

(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.*

**Landlord's Evidence**

- [19] The Landlord's evidence was summarized by the Representative and the Landlord's witness, DT.
- [20] The Representative stated that there are multiple complaints against the Tenants and ongoing breaches of the Act and tenancy agreement.
- [21] The Landlord has posted numerous written warnings to the Unit's front door, which stated the complaints and breaches and required the Tenants to correct their behaviour.
- [22] The Representative stated that there is a cockroach infestation in the Unit. The Tenants have denied access to the Unit, despite being given 24-hour notice. The Tenants have denied access to the pest control companies, employees of the Landlord and have denied assistance in preparing the Unit for remediation.
- [23] The Representative stated that, for example, the Tenants denied access to the Unit on January 30, 2026 and March 6, 2026. The Representative stated that the Tenants have only allowed pest control into the Unit on April 7, 2026, where some glue boards were put down. Included in the evidence was an April 23, 2026 e-mail from the pest control company.
- [24] The Representative stated that the Tenants have also facilitated repeated unauthorized entry into the Residential Property by problematic individuals identified by the Residential Property's security, other tenants and employees of the Landlord.
- [25] The Landlord has received multiple complaints from other tenants in the Residential Property reporting aggressive and intimidating behaviour by one of the Tenants and individuals believed to be the Tenants' guests. The Representative stated that other tenants have reported feeling unsafe in the common areas.
- [26] The Landlord submitted photographs from the Residential Property's security footage showing individuals using drug paraphernalia on the Residential Property, and entering the Unit.
- [27] The Representative stated that such behaviour is illegal and justifies termination.
- [28] The Representative stated that the Tenants have also breached material terms of the tenancy agreement. The Tenants have refused entry to the Unit. The Tenants have refused to complete the annual rent review, which is required based on their tenancy agreement. The rent is based upon the Tenants' income, and they have not provided updated information.
- [29] The Representative stated that the Tenants have two vehicles and one motorcycle in the Residential Property's parking lot, which are unregistered and/or uninspected. The Tenants have had multiple oral and written warnings about removing the vehicles.
- [30] The Representative stated that the Tenants have three cats in the Unit. However, the tenancy agreement only allows one cat in the Unit. The Representative stated that the Tenants received multiple oral and written warnings about the additional cats in the Unit.

- [31] The Landlord submitted numerous case notes, copies of written warnings and complaints into evidence. The Landlord also submitted four written letters from complaining tenants in the Residential Property.
- [32] The Representative stated that a final written warning was posted on the Unit's door on April 10, 2026.
- [33] The Representative stated that an earlier termination is justified in this case because the delay in treating the cockroach infestation is a significant health issue for the Residential Property. The Representative referenced an e-mail sent by an Environmental Health Officer on April 14, 2026.
- [34] DT stated that she lives in the Residential Property.
- [35] DT stated that she has called the police and the Landlord on multiple occasions about the Tenants and their guests' behaviour. DT stated that the Residential Property is a secure building, which uses a buzz-in system. DT stated that the Tenants allow these individuals into the Residential Property, which creates safety concerns.

### **Tenant's Evidence**

- [36] The Tenants' evidence is summarized below.
- [37] The Tenant stated that access to the Unit was not denied. The Tenant referenced the April 7, 2026 example, allowing the pest control company into the Unit to put down glue boards.
- [38] The Tenant stated that there was no reason for the Landlord to come into the Unit. The Tenant stated that an inspection of the Unit was not required.
- [39] The Tenant stated that there were a few times where she asked pest control or staff of the Landlord to come back because the Unit was not ready for treatment. The Tenant stated that a lot of furniture and items needed to be moved or stored away.
- [40] The Tenant denied receiving written warnings from the Landlord.
- [41] The Tenant stated that they do not have very many guests and denied buzzing many people into the Residential Property. The Tenant stated that there have been times where people have knocked on the Unit's door who were not buzzed in by the Tenants.
- [42] The Tenant stated that she was unaware of the rent review documents requested by the Landlord.
- [43] The Tenant stated that the vehicle is at the dealership and that they have a parking spot, which they are allowed to use.
- [44] The Tenant stated that there are three cats in the Unit. The Tenant stated that they are elderly and that the Landlord has tried to evict in the past for this and was unsuccessful.

### **Determination of the Notice**

- [45] The Commission has observed that ending a tenancy is a serious matter. As a result, a landlord must bring forward compelling evidence to warrant the end of a tenancy.
- [46] In this case, the Landlord seeks to end the tenancy due to the Tenants' behaviour significantly interfering with the Landlord's lawful right, the health and safety of other occupants and putting the Residential Property at significant risk. The Landlord also alleges the Tenants have breached numerous material terms of the tenancy agreement, and have not corrected the behaviour despite numerous oral and written warnings.

- [47] The evidence presented establishes that the Tenants have unreasonably interfered with the Landlord's lawful right of entry and has jeopardized the health or safety of other occupants in the Residential Property. Particularly, I find that the e-mail from Atlantic Graduate on April 23, 2026, outlined all the dates that the Tenants did not provide access to the Unit for cockroach remediation. The dates included: January 27, 2025, February 25, 2025, March 31, 2025, April 24, 2025, May 27, 2025, June 24, 2025, October 27, 2025, December 19, 2025, January 30, 2026, and March 6, 2026.
- [48] The e-mail further stated: "*Unfortunately, the tenant at [the Unit] has not been cooperative with getting a handle on treatment for cockroaches. [The Unit] is the source of all the cockroach problems in the apartment building. Each time technicians have been to [the Residential Property], all tenants are informed well in advance of inspections and treatments. Very clearly stated notices with dates and times for inspections by [the Unit] never makes his apartment available.*"
- [49] I further find that the evidence establishes that the Tenants have been warned by the Landlord multiple times and were aware of the necessity of having the Unit remediated.
- [50] The Landlord has established a valid reason for ending the tenancy under clause 61(1)(d) of the Act.
- [51] For the reasons above, I find that the reason for ending the tenancy in the Notice is justified and valid, and the tenancy agreement shall be terminated.
- [52] I further find that the Tenants did not file an application with the Rental Office to dispute the Notice. Subsection 61(6) of the Act states:
- Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), the tenant*
- (a) Is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and*
- (b) Shall vacate the rental unit by that date.*
- [53] I find that the evidence establishes a valid reason in the Notice for ending the tenancy and also that the Tenants are deemed to have accepted the Notice.
- [54] As I have found a valid reason in the Notice for ending the tenancy, I will not determine the other reasons in the Notice.

**Determination of an earlier vacate date than the Notice**

- [55] Subsection 61(7) of the Act permits a landlord to request an earlier termination date, stating:
- Despite subsection (3), a landlord who wishes to give notice of termination under subsection (1) may make an application to the Director to request an order*
- (a) ending a tenancy on a date that is earlier than the tenancy would end if the notice of termination were given under subsection (1); and*
- (b) granting the landlord an order of possession in respect of the rental unit.*
- [56] In order to accept an earlier terminate date, I must be satisfied that the Landlord's evidence supports the two requirements set out in subsection 61(8), which state:
- The Director shall grant an application under subsection (7) only if the Director is satisfied that*
- (a) 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,
- (iii) put the landlord's property at a significant risk,
- (iv) engaged in illegal activity that
  - (A) has caused or is likely to cause damage to the landlord's property,
  - (B) 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
  - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord,
- (v) caused unreasonable damage to the residential property, or
- (vi) frustrated the tenancy agreement; and
- (b) It would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice of termination under subsection (1) to take effect.

[57] For the reasons above, I have already found that the Landlord's evidence establishes the first requirement under clause 61(8)(a). To summarize, the Landlord's evidence establishes that the Notice is valid because the Tenants have seriously jeopardized the health or safety or the lawful right or interest of the Landlord or another occupant. This is satisfied under clause 61(8)(ii).

[58] The second requirement is that based on the circumstances, it would be unreasonable, or unfair to the Landlord or other occupants of the Residential Property to wait until the vacate date in the Notice, which is May 31, 2026.

[59] In Order LR24-11, the Commission commented on the requirements regarding an earlier termination, stating in part:

*"While the event was significant, the legislation requires that there be a significant interference or an unreasonable disturbance on a landlord.*

*This appeal presents a very unique set of facts and the application of subsections 61(7) and (8) are highly fact dependent. The onus is on a landlord to establish that the facts justify a termination of a tenancy agreement...<sup>2</sup>*

[60] In Order LR24-11 the Commission commented on the highly fact dependent analysis for applications under subsections 61(7) and (8).

[61] I find that the evidence presented does not establish the second requirement.

[62] In this case, I find that the cockroach infestation has been on-going since early-2025. However, the earliest termination date would be May 20, 2026, being eleven days earlier than the Notice's vacate date. I find that there is insufficient evidence to establish that there is a current severity or immediate health or safety concern in the Unit that would require earlier termination than the Notice's vacate date.

[63] Further, I find that the evidence does not establish a finding that it would be unreasonable or unfair to the Landlord or other occupants to have to wait until after the vacate date to begin remediation.

[64] Therefore, the Application is allowed in part.

[65] The Tenants and all occupants must vacate the Unit, in accordance with the Notice, by the timeline below.

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<sup>2</sup> K.D. v. J.L., 2024 PEIRAC 16, paras. 19 & 20.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective **5:00 p.m. on May 31, 2026.**
2. The Tenants 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 Sherif Services as permitted by the Act.

**DATED** at Charlottetown, Prince Edward Island, this 13th day of May, 2026.

(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.