

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 two eviction notices alleging that the Tenants (“JG” and “KG”) engaged in behaviour disturbing others, damaged the Unit and breached a material term of the tenancy agreement. The Tenants filed an application disputing the eviction notices.

BACKGROUND

- [3] The Unit is a three-bedroom, one-bathroom rental unit that is approximately 1,200 square feet in size. The Unit is located in a duplex building (the “Residential Property”).
- [4] Solely JG and the former owner of the Residential Property (the “Former Landlord”) entered into a written, monthly tenancy agreement that started on April 1, 2022. A security deposit in the amount of \$730.00 was paid on March 4, 2022.
- [5] On April 1, 2026 the Landlord purchased the Residential Property and the tenancy continued.
- [6] The Landlord and both of the Tenants entered into a written, monthly tenancy agreement that started on April 1, 2026 (the “Tenancy Agreement”). Rent in the amount of \$903.00 is due on the first day of the month. The Tenancy Agreement states that the security deposit amounts to \$791.17.
- [7] On June 13, 2026 there was a fire at the Unit.
- [8] On June 15, 2026 the Landlord served the Tenants with a first *Form 4(A) Eviction Notice* with a vacate date of July 15, 2026 for behaviour disturbing others and damaging the Unit (the “First Notice”).
- [9] The correct vacate date was July 31, 2026 to comply with the minimum timeline under subsection 61(3) of the Act. The vacate date is automatically corrected under section 54. The particulars of the First Notice stated:

“Grease fire negligence caused significant damages to the property.”

- [10] On June 15, 2026 the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with a vacate date of July 15, 2026 for behaviour disturbing others and breach of a material term of the Tenancy Agreement (the “Second Notice”).
- [11] The correct vacate date was July 31, 2026 to comply with the minimum timeline under subsection 61(3) of the Act. The vacate date is automatically corrected under section 54. The particulars of the Second Notice stated:

“Under the residential tenancy act section 106.(2) Harassment.”

- [12] The First Notice and the Second Notice are together referred to as the “Notices” in this decision.
- [13] On June 18, 2026 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notices (the “Application”).
- [14] On July 10, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for July 23, 2026.
- [15] On July 16, 2026 the Rental Office issued to the parties a 91-page PDF and 2-Tenants'-video evidence package.

- [16] On July 23, 2026 the Tenants and the Landlord's representative (the "Representative") participated in the hearing. The parties confirmed that they received the evidence package and nothing was missing that was previously submitted to the Rental Office.

DISPOSITION

- [17] I find that the Notices are invalid and the Application is allowed.
- [18] The tenancy will continue and the Tenants can move back into the Unit when it is habitable. The Landlord must provide the Tenants with reasonable written notice when the Unit is habitable.

ISSUE

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

ANALYSIS

- [19] 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.
- [20] In the Notices, the Landlord seeks to end the tenancy under clauses 61(1)(d), (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:

(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] In Order LR26-16¹ the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding a landlord ending a tenancy:

"49. 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.

50. 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."

¹ <https://irac.pe.ca/wp-content/uploads/Order-LR26-16-.pdf>

The Fire on June 13, 2026

- [22] In the First Notice, the Landlord seeks to end the tenancy based upon a fire in the Unit on June 13, 2026.
- [23] However, I find that there is insufficient evidence to establish that the Tenants engaged in a wilful or negligent act that caused the fire.
- [24] KG and his girlfriend ("KP") were present when the fire occurred. The Representative and JG were not.
- [25] KG stated that he cooked bacon for his dogs using a frying pan on an oven element. KG used the bacon grease to cook onion rings. KG finished cooking the onion rings and turned off the cooking element. When KG moved the frying pan from the hot element to an unheated element he spilled grease onto the oven and a fire started, igniting the grease in the pan. KG was burned and his clothes caught on fire.
- [26] KP telephoned emergency services informing them of the fire.
- [27] KG ran the frying pan out of the Unit and grease came off of the frying pan causing additional fires. KG filled up a metal cooking pot and another container and threw water on the fire. KG continued to put water on the fire for about ten or twenty minutes and he was still trying to put out the fire when the Police and the Fire Department arrived.
- [28] The Tenants stated that there were no smoke alarms or fire extinguishers in the Unit. The Representative stated that the Unit was one of a large number of residential properties that the Landlord recently purchased from the Former Landlord and the Landlord is reviewing the properties.
- [29] A document from the municipal fire department was submitted into evidence. The document does not state that the Tenants were wilful or negligent regarding the fire. I have not been directed to a specific legislated fire safety breach regarding the Tenants' actions.
- [30] I find that the evidence presented does not establish that a wilful or negligent act of the Tenants caused the fire and therefore I find that the First Notice is invalid.

Harassment

- [31] Regarding the Second Notice, the Landlord provided evidence regarding text-messages from KG to a maintenance person that works for the Landlord (the "Worker"). The Landlord also provided evidence regarding KG's social media communications and other communications to people working for the Landlord.
- [32] KG sent these messages and posted derisive comments on social media around two days after the fire, shortly after the Tenants were served with the First Notice.
- [33] In this case the Worker did not participate in the hearing regarding the impact of the communications on the Worker. The Commission encountered a similar evidentiary issue regarding an eviction dispute in Order LR24-64² (see paragraph 21).
- [34] The direct evidence of the Worker at the hearing would have assisted my determination regarding the effect of the KG's communications on the Worker.

² <https://irac.pe.ca/wp-content/uploads/Order-LR24-64.pdf>

- [35] KG stated that he stopped communicating with the Worker shortly after the Second Notice was served. At the hearing KG stated that he regretted sending the messages.
- [36] The Landlord referred to section 106 in Part 7 of the *Act*. This is an offence provision which can result in a fine, which involves a distinct procedure from eviction proceedings under Parts 4 and 5 of the *Act*.
- [37] Based upon the evidence presented, I am not satisfied that KG's behaviour reached the level of significantly interfering or unreasonably disturbing that would end the tenancy under clause 61(1)(d). I am not satisfied that the Tenants breached a material term of the Tenancy Agreement after being provided with a written warning.
- [38] **Although the Tenants have been successful in this decision, KG should consider that his communications with the Landlord has not put only himself at risk of eviction, but also his mother, JG.**
- [39] **If KG engages in further inappropriate communications with or about the Landlord, then this may result in the Tenancy Agreement being ended for both Tenants under a new eviction notice.**

Frustration and Habitability of the Unit

- [40] Section 102 of the *Act* provides that the doctrine of frustration applies to tenancy agreements, except as modified by the *Act*.
- [41] In some cases, such as a fire that completely destroys a building, it would be impossible for a tenancy agreement to continue.
- [42] In this case, the extent of the repairs needed to make the Unit habitable are unclear. The evidence presented indicates that the occupants of the other side of the Residential Property continue living in the building.
- [43] There appears to be a delay to the repair work related to insurance matters.
- [44] I find that there is insufficient evidence to establish that the fire damage is so extensive that the Tenancy Agreement cannot continue.
- [45] The Tenants stated that they want to move back into the Unit when it is habitable.
- [46] I have determined above that the Notices are invalid.
- [47] In these circumstances, I find that the tenancy will continue and the Tenants can move back into the Unit when it is habitable. The Landlord must provide the Tenants with reasonable written notice when the Unit is habitable.
- [48] An issue remains regarding whether the Tenants must continue paying rent for the Unit from the date of the fire on June 13, 2026 until the Unit becomes habitable. However, I find that this rent issue is too far beyond the scope of the Application to determine in this decision. The Application was filed solely to dispute the Notices.
- [49] I note under subsection 19(1) of the *Act* states as follows:

A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

[50] If the parties cannot resolve the rent issue directly, then a further application can be made to the Rental Office for determination of the matter.

IT IS THEREFORE ORDERED THAT

1. The tenancy will continue and the Tenants can move back into the Unit when it is habitable. The Landlord must provide the Tenants with reasonable written notice when the Unit is habitable.

DATED at Charlottetown, Prince Edward Island, this 24th day of July, 2026.

(sgd.) Andrew Cudmore

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 **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.