

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 Tenant filed an application to fix the Unit’s rear door and the living room window.
- [3] The Tenant requests that the Landlord be required to follow its *Responsible Pet Ownership Policy* (the “Pet Policy”).

BACKGROUND

- [4] The Unit is a three-bedroom, one-bathroom rental unit located in a duplex building that the Landlord has operated for at least thirty years. The Landlord operates approximately twenty rental units near the Unit (the “Residential Property”).
- [5] The Landlord and the Tenant entered into a written, monthly tenancy agreement that started on May 15, 2024 (the “Tenancy Agreement”). Rent in the amount of \$260.00 is due on the first day of the month and a security deposit was not required.
- [6] On March 2, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking repairs and seeking that the Landlord enforce its Pet Policy.
- [7] On May 14, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for June 11, 2026. The timeline for submitting evidence was May 27, 2026.
- [8] On June 2, 2026 the Rental Office sent the parties a 52-page PDF evidence package.
- [9] On June 9, 2026 the Rental Office adjourned the June 11, 2026 hearing at the Tenant’s request.
- [10] On June 22, 2026 the Rental Office sent the parties notice of a tele-hearing rescheduled for August 6, 2026. The timeline for submitting evidence was extended to July 13, 2026.
- [11] On July 24, 2026 the Rental Office sent the parties a 6-page supplementary evidence package.
- [12] On August 6, 2026 the Tenant and the Landlord’s two representatives (the “Representatives”) joined the tele-hearing. The parties confirmed that they received the evidence package and that everything previously submitted to the Rental Office for this dispute was included. The Tenant had not submitted documentary evidence.

DISPOSITION

- [13] I find that the rear door and living room repair issues have resolved. I find that the Landlord took reasonable steps addressing these issues.
- [14] The Landlord must review the Pet Policy and address any inconsistency regarding outdoor cats and the leashing policy prohibiting pets to run at large outdoors.

ISSUES

- A. Must the Landlord repair the rear door and the living room window? Did the Landlord take too long to complete the repairs?
- B. Has the Tenant established that the Landlord has been non-compliant with the Pet Policy?

ANALYSIS

[15] I note that in this case the only application before me is the Application submitted by the Tenant. The parties' evidence raised other concerns that are beyond the scope of the Application. This decision is limited to the matters raised in the Application.

A. Must the Landlord repair the rear door and the living room window? Did the Landlord make reasonable efforts to complete the repairs?

[16] The parties agree that the Unit's rear door was replaced near the end of June 2026 and the living room window was replaced on July 6, 2026. Therefore, the repairs identified in the Application have resolved.

[17] The Tenant stated that the Landlord took six or seven months to complete the repairs and argued this took too long.

Evidence

[18] The Tenant stated that he went through the winter with a gap in the rear door and the living room window. The Tenant believes the repairs were only completed because of the Rental Office hearing. Although the Tenant regrets putting caulking on the rear door, the Tenant denied damaging the door. There was a gap in the door before the Tenant placed the caulking.

[19] The living room window had a gap. The Tenant stated that the Landlord's contractor was "*willfully ignorant*" saying that the window was fine when it was not.

[20] The Representatives stated that the Landlord's previous property manager ("KH") inspected the Unit before the Winter. It was determined at that time it was not necessary to replace the Unit's door because it could be repaired.

[21] The Landlord's general contractor and a professional person, whose job for over forty years has been installing windows and doors, attended the Unit. The Landlord relied on the professional's advice that the window could be repaired. The living room window was temporarily fixed before the Winter. Landlord representatives checked the Unit and did not find leakage from the living room window.

[22] On May 19, 2026 the Landlord thoroughly inspected the entire Unit. It was determined at that time that the rear door needed to be replaced because the Tenant had damaged the door by caulking it shut. The Tenant's caulking the door shut also created a fire hazard because the door was a fire exit. The caulking had to be cut away. The inspection also determined that the living room window's temporary fix did not last.

[23] On May 26, 2026 the Landlord had a thorough window inspection completed and, besides the living room window, repairs were not necessary for the other windows.

Determination

[24] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the burden of proof lies with the Tenant, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.

[25] Based upon the evidence presented, I find that the Landlord has taken reasonable steps to address the rear door and the living room window.

- [26] The Landlord was responsive to the Tenant's complaints and investigated the door and the window. I accept that the Landlord relied upon the advice of a professional and tried to repair the living room window instead of replacing it.
- [27] The Landlord was responsive to further complaints and ultimately decided to replace the rear door and the living room window.
- [28] The evidence presented does not establish that the Landlord breached the Act regarding the rear door or the living room window.

B. Has the Tenant established that the Landlord has been non-compliant with the Pet Policy?

Evidence

- [29] The Tenant's evidence is summarized as follows.
- [30] The Tenant argued that the Landlord is not following the *Responsible Pet Ownership Policy* (the "Pet Policy") that every tenant is given when they move in.
- [31] During the hearing the Tenant read the following clauses from the Pet Policy:
- Problems with Pets – The Landlord may require a tenant to remove a pet from the premises or terminate a rental agreement where the pet causes continuous noise which disturbs others, generates obnoxious odours, is left unattended on the property or elsewhere, enters an area where prohibited in these regulations, poses a threat to safety, health or wellbeing of others, or causes damage to the unit, building or property;
 - Liability of Tenants – The tenant is liable for any damages caused by the tenant's pet or harm to persons caused by the tenant's pet or by a visiting pet or one belonging to a guest of the tenant;
 - Damages – The tenant shall be liable for any and all damages caused by the pet. These include costs for all damage to the unit or premises, inside or out, pest control or cleaning services required;
 - Rules Governing Pets – Pet Leash – No pet is allowed to run at large when outside the premises.
 - Pet Conduct – Pets must be kept in a manner that will not create a nuisance, excessive noise, or an unsafe or unsanitary condition. A pet must not cause damage to personal property or to other animals. The pet must not damage Landlord property or premises including buildings, inside or outside the unit, yard, common areas and grounds, trees, shrubs or ground cover; and
 - Spayed/Neutered – Dogs and cats must be spayed or neutered.
- [32] The Tenant informed various representatives of the Landlord regarding other tenants not complying with the Pet Policy. The Tenant stated that "*nobody wants to do anything about it.*"
- [33] Neighbouring cats come into the Tenant's yard constantly. Some cats are not neutered or spayed and they spray on the Tenant's property, causing damage and an unpleasant smell. The Tenant disposed of a mini-trampoline, two strollers, lawn furniture and a tent because of the neighbours' cats.
- [34] The Tenant cleans up the cat spray when he notices it, which may explain why representatives of the Landlord have not noticed the smell when they attend the Unit.
- [35] The Tenant's kids have a sandbox area near the Unit, which was installed in 2024. Cat feces have been found in the sandbox.

- [36] The Tenant knows that three or four of the problematic cats belong to two neighbouring tenants of the Landlord. There are a few cats that are from other neighbours that are not tenants of the Landlord.
- [37] The Tenant has two indoor cats that do not go outside. The Tenant's cats were spayed and neutered before they came into the Unit. The Tenant believes that the neighbouring cats are coming to the Unit because they smell the Tenant's cats. However, there were cats coming to the Unit before the Tenant's cats arrived.
- [38] The Tenant has tried mint sprays, lavender, vinegar and citrus peels multiple times to keep neighbouring cats away but these treatments have not worked.
- [39] The Landlord's evidence is summarized as follows.
- [40] There are a number of cats in the neighbourhood that have nothing to do with the Landlord.
- [41] The Landlord has a policy that tenants can have a maximum of two pets. The Landlord has been enforcing this rule. The Landlord has been following up and enforcing the rule that pets need to be spayed and neutered.
- [42] The Landlord has visited all of the rental units. The Landlord has returned to the rental units where there have been non-compliance issues.
- [43] If the other tenants are compliant with the Landlord's policies, then there is nothing that the Landlord can do about it.
- [44] The Landlord has spent a significant amount of money repairing pet damage and the Landlord is staying on top of the issue.
- [45] The Representatives stated that it is common for people to cover sandboxes when they are not in use to prevent animals from entering.
- [46] The Tenant has sent the Representatives approximately one hundred cat videos.
- [47] The Representatives stated that the Pet Policy does not require that cats be indoor cats only.
- [48] The Representatives stated that various persons have attended the Unit on behalf of the Landlord and they have not smelled cats inside the Unit.

Determination

- [49] Based upon the evidence presented, I find that the Landlord has taken reasonable steps regarding many of the cat issues raised by the Tenant.
- [50] I accept the Representatives' evidence that the Landlord has inspected the rental units near the Unit and revisited non-compliant units for further compliance efforts.
- [51] The parties acknowledge that at least part of the cat problem involves cats that do not belong to the Landlord's tenants.
- [52] I note that the Tenant raised issues of damage to personal property. Under the Pet Policy this would be a dispute between the Tenant and the pet owner.

- [53] Based upon the Tenant's evidence at the hearing, there does appear to be an issue regarding the wording of the "*leash*" section of the Pet Policy, which states that no pet is allowed to "*run at large outside of the premises*." The Representatives stated that the Pet Policy does not restrict tenants to only indoor pets.
- [54] There are certain types of pets, such as dogs, that are commonly expected to be leashed in residential areas. However, considering the variety of pets that a person could have, one would not normally expect that every single type of pet would be required to wear a leash while outside of their rental unit.
- [55] I note that I do not have the benefit of reviewing a full copy of the Pet Policy. I also note that the Tenant had two opportunities to submit documentary evidence to the Rental Office that were outlined in the two hearing notices but the Tenant did not submit any documentary evidence.
- [56] As a result, I do not have the full context of the Pet Policy.
- [57] Nevertheless, I find that the Landlord must review the Pet Policy and address any inconsistency regarding the leashing rules and outdoor cats belonging to the Landlord's tenants. It may be that the Landlord needs to clarify which pets are intended to be leashed while outdoors under the Pet Policy.

IT IS THEREFORE ORDERED THAT

1. The Landlord must review the Pet Policy and address any inconsistency regarding the leashing rules and outdoor cats belonging to the Landlord's tenants.

DATED at Charlottetown, Prince Edward Island, this 20th day of August, 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.