

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord served the Tenant with an eviction notice for disturbing and endangering others and for failing to comply with a material term of the tenancy agreement.
- [3] The Tenant disputes the Landlord's eviction notice and seeks a determination that the Landlord contravened the Tenant's right to quiet enjoyment.

BACKGROUND

- [4] The Unit is a townhouse in a four-unit building adjacent to an additional four-unit building owned by the Landlord (the "Residential Property").
- [5] On March 3, 2025, the Tenant paid an \$1,850.00 security deposit. The Tenant and the Landlord entered into a written monthly tenancy agreement for the Unit beginning April 1, 2025. Rent is \$1,850.00 due on the first of the month.
- [6] On August 8, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective September 30, 2026 (the "Notice"), for disturbing and endangering others and for failing to comply with a material term of the tenancy agreement. The Notice was served personally.
- [7] On August 14, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice and seeking a determination that the Landlord contravened the Tenant's right to quiet enjoyment. A copy of the Application was served by email.
- [8] On August 17, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for September 15, 2026.
- [9] On September 9, 2026, the Rental Office emailed the parties a 47-page PDF and two videos submitted by the Landlord (the "Evidence Package").
- [10] On September 15, 2026, the Tenant and two Landlord representatives (the "Representatives") participated in the tele-hearing. The parties confirmed receipt of the Evidence Package and that it included all submitted evidence.

DISPOSITION

- [11] The Landlord did not comply with the mandatory requirements under clauses 53(d) and (f) of the Act.
- [12] The Landlord has not established the grounds for termination stated in the Notice.
- [13] The Notice is invalid and the tenancy will continue in full force and effect.
- [14] The Tenant has not established that the Landlord contravened her right to quiet enjoyment.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit due to the Notice?
- B. Did the Landlord contravene the Tenant's right to quiet enjoyment?

EVIDENCE

Landlord's evidence and submissions

- [15] The Representatives stated that last summer, some tenants in the Residential Property notified the Landlord that the Tenant was feeding wildlife outside the Unit. On April 16, 2026, the Representatives learned that rats were seen near the Unit's back deck. The rats were soon found inside the rental unit next to the Unit. The Representatives messaged all tenants, stating that pest control would address the rat issue and that they should not leave any food out.
- [16] On April 17, 2026, a tenant notified the Representatives that the Tenant was feeding wildlife outside the Unit.
- [17] On April 20, 2026, the Tenant admitted to the Representatives that she placed a bucket over a rat trap set by pest control.
- [18] On May 14, 2026, a tenant notified the Representatives that the Tenant had put up a camera to watch for wildlife coming close to the Unit so she could feed them. On May 17, 2026, a tenant complained to the Representatives that he did not want wildlife near his rental unit.
- [19] On May 18, 2026, the Representatives spoke to the Tenant and told her to stop feeding wildlife, or it would be grounds for eviction. The Tenant did not deny feeding the wildlife. On May 26, 2026, the Representatives sent a letter to all tenants instructing them not to feed wildlife.
- [20] On July 23, 2026, several tenants complained to the Landlord that the Tenant was continuing to feed the wildlife. Later that day, the Representatives observed four raccoons and two skunks walk from the treeline to the Unit's backyard. One raccoon grabbed some food and ran back to the woods. The Representatives submitted a cell phone video of the incident. On July 24, 2026, the Landlord gave the Tenant a warning letter stating that the Tenant must stop feeding wildlife.
- [21] On August 6, 2026, the Landlord set skunk traps on the Residential Property. A tenant gave the Landlord permission to set up a camera on their deck to monitor the traps. The Representatives stated that the camera was not set up to record the Tenant. The Representatives stated the camera has been disconnected.
- [22] The Representatives stated that several tenants are not going outside their rental units due to the wildlife and rats. The wildlife has torn up garbage from waste bins and made homes under other tenants' decks. The Representatives stated that Conservation Officers spoke to the Landlord about trapping skunks without a licence, but they disputed that this was the reason they served the Notice.

Tenant's evidence and submissions

- [23] The Tenant stated that she plans to vacate the Unit but needs more time to complete the purchase of a house. She disputed the Notice's validity and said she needs additional time before vacating the Unit.
- [24] On August 8, 2026, Conservation Officers attended the Residential Property. They asked the Tenant if the skunk traps were hers, and she said they were the Landlord's. They advised the Tenant that the Landlord was not allowed to trap skunks. They also told the Tenant that the Landlord's video recording device, which was pointed at the Unit's deck, was illegal.

- [25] That day the Conservation Officers took the traps, and then the Landlord served the Notice. The Tenant stated she was served the Notice in retaliation for telling the Conservation Officers that the skunk traps belonged to the Landlord.
- [26] The Tenant stated that she was feeding wildlife but stopped when the Representatives asked her to stop. She stated that she has continued to feed the birds but not the raccoons. The Tenant stated that no by-laws state that she cannot feed wildlife.
- [27] The Tenant disputed that she caused the rat infestation. She stated that she has not had any issues with any rats inside the Unit. The Tenant stated she covered up one of the pest control traps because she did not want any squirrels to get poisoned.
- [28] The Tenant stated that the Landlord has contravened her right to quiet enjoyment. She stated that the Landlord's video camera illegally video- and audio-recorded her without permission. She stated this violated the Act, the *Digital Act*, the *Criminal Code*, and the *Canadian Charter of Rights and Freedoms*.

ANALYSIS & FINDINGS

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

- [29] I find that the Notice is invalid. The Landlord has not established the grounds for termination relied upon in the Notice, for the following reasons.
- [30] In Order LR26-16, 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."

The Notice

- [31] The Landlord's reasons for terminating the tenancy in the Notice are under clauses 61(1)(d) 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;

(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.

[32] Clauses 53(d) and (f) state:

*In order to be effective, a notice of termination shall be in writing and shall
(d) except for a notice of termination under section 56, state the grounds for ending the tenancy;
(f) when given by a landlord, be in the approved form.*

[33] The Landlord did not provide sufficient information in the Notice to identify the conduct or circumstances relied on to end the tenancy, as required by clause 53(d). The Landlord used an older version of the Rental Office's *Form 4(A) Eviction Notice*, which is not the current approved form on the Rental Office's website and does not contain a section for particulars of termination, as required by clause 53(f).

[34] The Landlord should have used the current *Form 4(A) Eviction Notice* on the Rental Office's website. The current *Form 4(A)* contains a section for particulars of termination for landlords to provide details identifying the conduct or circumstances relied upon.

[35] In Order LR08-08, under the *Rental of Residential Property Act* (the "Former Act"), the Commission commented that the particulars of termination are important in an eviction notice. The Commission stated:

"while a "reason" was checked off on the Form 4, the "particulars of termination" were left blank. There is no record of any document added to, or served with, the Form 4 to identify the particulars of the termination..."

[36] Clause 53(d) facilitates procedural fairness because the person who receives an eviction notice must be told the grounds for ending the tenancy. Clauses 61(1)(d) and (h) cover a wide range of behaviour and events that could be considered under these clauses. Particulars are necessary to ensure the recipient of the eviction notice understands why the landlord is seeking to end the tenancy.

[37] In Order LR24-66, under the current Act, the Commission determined that an eviction notice in that matter was not valid because it did not comply with all the mandatory requirements under section 53:

"In addition, the Form 4(A) eviction notice, dated July 30, 2024 and received by the Rental Office by email on August 23, 2024 (Exhibit E-8) was unsigned. Pursuant to clause 53(a) of the Act, a notice of termination shall be signed by the landlord in order to be effective. There is no signed version of this document in evidence before the Commission. Without a signed Form 4(A) in evidence, the eviction fails on that point alone."

[38] I find that the Landlord failed to comply with the mandatory requirements under clauses 53(d) and (f) of the Act and the Notice is invalid on those grounds.

Grounds for termination

- [39] The Representatives alleged the Tenant was disturbing other tenants by feeding wildlife around the Residential Property, which brought wildlife and pests onto the Residential Property. The Representatives stated they received complaints from other tenants, but none of the complaining tenants participated in the hearing. The Representatives submitted only messages and summaries of complaints they received from some tenants as evidence.
- [40] Several Commission cases discuss the importance of having witnesses participate in Rental Office and Commission hearings to provide testimony and answer questions (for example, see Orders LR23-83, LR24-45 and LR25-54). Those decisions discuss circumstances in which evidence from persons who did not participate in the hearing may be given less weight because the opposing party did not have an opportunity to question those persons about their observations.
- [41] The Representatives stated that the Tenant feeding wildlife also caused a rat infestation in the Residential Property, which was an expense for the Landlord, and the rats made the Residential Property unsafe. However, I find that the Landlord did not provide sufficient evidence, such as documentary evidence or direct testimony from a pest control company representative, to establish, on a balance of probabilities, that the Tenant's actions caused the rat infestation.
- [42] I find that the Notice is invalid because the Landlord has not provided clear, cogent, and compelling evidence justifying termination of the tenancy.

B. Did the Landlord contravene the Tenant's right to quiet enjoyment?

- [43] 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 Tenant has the onus to prove their claim on the civil standard of a balance of probabilities.
- [44] Section 22 of the Act states:
- A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to*
- (a) reasonable privacy;*
(b) freedom from unreasonable disturbance;
(c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and
(d) use of common areas for reasonable and lawful purposes, free from significant interference.
- [45] The Representatives stated that the camera was set up on a neighbouring tenant's deck to record the Landlord's skunk traps. I find that the Tenant has not established that the Landlord installed the camera to record her actions or that it captured the Tenant in circumstances giving rise to an unreasonable interference with her privacy.
- [46] I find that the Tenant has not established that the Landlord contravened the Tenant's right to quiet enjoyment.

CONCLUSION

- [47] I find that the Landlord did not comply with the mandatory requirements under clauses 53(d) and (f) of the Act.
- [48] I find that the Landlord has not established the grounds for termination stated in the Notice.
- [49] The Notice is invalid and the tenancy will continue in full force and effect.
- [50] I find that the Tenant has not established that the Landlord contravened her right to quiet enjoyment.

IT IS THEREFORE ORDERED THAT

1. The Notice is invalid and the tenancy will continue in full force and effect.
2. The Tenant has not established that the Landlord contravened her right to quiet enjoyment.

DATED at Charlottetown, Prince Edward Island, this 21st day of September, 2026.

(sgd.) Mitch King

Mitch King
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.