

Warning:

The Order below contains details regarding the death of an animal that some readers may find distressing.

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 seeks earlier termination of the tenancy regarding a cat that was killed in the Residential Property.
- [3] The Landlord served the Tenant and the Tenant's occupant (the "Occupant") with an eviction notice alleging that they were responsible for behaviour significantly interfering with and unreasonably disturbing others and illegal activity.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment located in a four-unit, split-entry, two-level building (the "Residential Property"). There are entrances at the front and the back of the Residential Property.
- [5] The Unit, unit 2 and a furnace room are on the lower level of the Residential Property. Units 3 and 4 and the laundry room are on the upper level.
- [6] Former owners of the Residential Property and solely the Tenant entered into a written tenancy agreement that started in May of 1995. The Tenant and the Occupant moved into the Unit together. A security deposit in the amount of \$200.00 was paid around the time they moved in.
- [7] The Landlord purchased the Residential Property in 2019 and the tenancy continued.
- [8] Rent in the amount of \$711.81 is due on the first day of the month.
- [9] On October 5, 2026 the Landlord served the Tenant and the Occupant with a *Form 4(A) Eviction Notice* with a vacate date of November 30, 2026 (the "Notice") alleging that the tenancy should end for behaviour that significantly interfered with and unreasonably disturbed other occupants of the Residential Property and because of illegal activity. The particulars of termination state:

"the tenant intentionally put a cat in the dryer causing death, this was investigated by the police. This conduct has disturbed tenants and constitutes illegal activity on the property."

- [10] On October 5, 2026 the Landlord filed with the Rental Office and served the Tenant and the Occupant with a *Form 2(B) Landlord Application to Determine Dispute* seeking earlier termination of the tenancy. A Rental Office hearing was set down on an expedited basis due to the allegations in the Application and the Notice.
- [11] On October 7, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 16, 2026. The parties were instructed to serve their evidence on the other party directly.
- [12] On October 12, 2026 the Landlord emailed only the Rental Office a three-page PDF with three witness statements and one video.
- [13] On October 13, 2026 the Landlord emailed the Rental Office and the Tenant four videos for the Landlord's evidence. One of the four videos was a duplicate from the Landlord's October 12, 2026 submission.
- [14] On October 16, 2026 the Landlord, the Landlord's three witnesses, the Tenant, and the Occupant participated in the hearing. The Landlord's three witnesses live in the other three units of the Residential Property.

- [15] LW1, the Tenant and the Occupant live in the Residential Property's lower level. LW2 and LW3 live in the upper level.
- [16] The Tenant stated that she had not received the Landlord's evidence. The Landlord did not send the October 12, 2026 email to the Tenant. I confirmed the Tenant's email address and I confirmed that the Landlord had sent links to the four videos to this Tenant email address on October 13, 2026. I sent the Tenant, the Occupant and the Landlord an email with the Landlord's three-page PDF submission and forwarded links to the four videos. I asked the Tenant and the Occupant if they needed more time to review the Landlord's evidence. The Tenant and the Occupant declined and decided to proceed with the hearing.
- [17] I informed the Tenant and the Occupant that this Rental Office dispute was a civil proceeding and they were not compelled or forced to participate in the hearing. I informed them that if they decided to participate in the hearing, then they would be asked questions regarding the allegations in the Application and the Notice. I informed the Tenant and the Occupant that they could decide to leave the hearing and the hearing would proceed without them and I would hear from the Landlord and the Landlord's witnesses in their absence.
- [18] The hearing was paused. The Tenant and the Occupant decided participate in the hearing.

DISPOSITION

- [19] The Application and the Notice are valid.
- [20] The Tenant, the Occupant and all other occupants must vacate the Unit earlier than the vacate date in the Notice, by the timeline below.
- [21] The Tenant and the Occupant must return the Unit's keys to the Landlord.

PRELIMINARY MATTER

- [22] In this case an issue arose regarding whether the Occupant was a tenant or an occupant of the Landlord.
- [23] The Landlord and the Tenant considered the Occupant to be a tenant. The Occupant considered himself to be an occupant.
- [24] The Occupant described himself as the Tenant's caretaker. The Tenant agreed that the Occupant takes care of her.
- [25] Subsection 1(x) of the *Act* defines a "tenant" as follows:

"tenant" includes

- (i) a person who is entitled to use or occupy a rental unit under a tenancy agreement,*
- (ii) the assigns and personal representative of a person referred to in subclause (i), and*
- (iii) when the context requires, a former or prospective tenant.*

- [26] I find that the Occupant is in fact an occupant.
- [27] The Occupant has lived with the Tenant in the Unit since he was a one-year-old. The Occupant was not a party to the tenancy agreement between the Tenant and the former owners nor any later agreement. The Occupant does not pay rent to the Landlord. Instead, rent payments are made only directly from the Tenant to the Landlord.

- [28] Although the Occupant has lived with the Tenant in the Unit for a long period of time, this does not change his status from an occupant to a tenant.

ISSUE

- A. Must the Tenant, the Occupant and all other occupants vacate the Unit earlier than November 30, 2026?

ANALYSIS

Legal Basis

- [29] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy earlier than the vacate date in the Notice.
- [30] As this is a civil proceeding, the Landlord does not need to prove his case beyond a reasonable doubt, which is a criminal proceeding standard.
- [31] In the Notice the Landlord seeks to end the tenancy under clauses 61(1)(d) and (e) 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;*

(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,*
- (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;*

- [32] In Order LR26-16¹ the Island Regulatory and Appeals 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>

[33] The Landlord seeks to end the tenancy earlier than the vacate date in the Notice.

[34] Subsections 61(7) and (8) provide rules regarding earlier termination, stating as follows:

(7) 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.

(8) 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 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.

Evidence

[35] The evidence of the Landlord, the Landlord's three witnesses, the Tenant and the Occupant is summarized below.

Landlord

[36] The Landlord's evidence is summarized as follows.

[37] At the hearing the Landlord provided the following evidence.

[38] The Landlord has not had issues with the Tenant or the Occupant in the past and the Unit's rent has always been paid on time.

[39] The Landlord was not present around 1:00 a.m. to 2:30 a.m. when the October 4, 2026 incident occurred.

- [40] From communicating with others and observations at the Residential Property after the incident, the Landlord believes the following. On October 3, 2026 LW3 left his door unlocked or open and his cat entered the Residential Property's hallway. The Occupant took the cat and tried to drown it in the laundry room wash tub sink and then put the cat in the dryer for about twenty minutes. The Occupant then took the cat's body and dumped it in a rural location.
- [41] Around 11:00 a.m. on October 4, 2026 the Landlord received a telephone call from LW3 regarding his cat. The Landlord was in shock regarding what he heard from LW3.
- [42] At around 3:00 p.m. on October 4, 2026 the Landlord went to the Residential Property and the police were there. The Landlord asked the police what was happening and they would not give the Landlord much information.
- [43] The police dismantled the laundry room wash tub.
- [44] The Landlord submitted into evidence four videos that he received from LW2 on October 5, 2026. The Landlord submitted three emails he received from LW1, LW2 and LW3. The Landlord is not aware of any mistakes in the Landlord's witnesses' statements.
- [45] During the hearing the Landlord interjected during the Occupant's testimony, below, regarding how the laundry room dryer immediately turned on when its door was closed. The Landlord stated that the dryer is coin operated.
- [46] The Landlord denied the Tenant's claim, below, that he was seeking to evict the Tenant and the Occupant in order to raise the Unit's rent. The Landlord has not increased the Unit's rent every year by the allowable annual percentage. The issue is not about financial gain.
- [47] This incident has caused the Landlord financial strain because the Landlord has not charged LW3 rent while LW3 has stayed away from the Residential Property. The Landlord also had to buy a new dryer.

LW1

- [48] LW1's evidence is summarized as follows.
- [49] At the hearing LW1 stated that his October 5, 2026 email to the Landlord submitted into evidence was accurate. Part of LW1's email states:

"At approximately 1:30-2:00am last night I was woken up to a phone call from the upstairs tenant [LW2], He sounded scared & asked if I heard the noise from the laundry room.

I got up. Went closer to my door & heard banging, grunting, water running, & then a cat screaming. This noise went on for what felt like 40 minutes in total.

I went out to the hallway & seen the laundry room door was shut with the noises continuing. I went outside to my car to not cause suspicion and then back inside to see that [Occupant's] door was open. And then when I went back to my apartment. I heard him run upstairs. Start the dryer and it sounded like a singular heavy shoe was in the dryer.

When the dryer started the cats death screeches stopped. It was terrifying. I fear that if I did open that door to see what he was doing in the laundry room he would've lunged at me. We checked the scene that night. Found evidence something happened. Ripped out tubing, hair on the floor, and a lot of water.

Unsure what happened [LW2] called in a wellness check, they showed up. Didn't check the laundry room. Seen that [Occupant's] lights were off then left.

When me and [LW2] went outside we seen their lights were turned back on and could hear muffled sounds of a conversation being had.

Next morning went as everyone else said it did. A mess. When we looked closer you could see the blood. I fully believe he tortured that cat for the full 40 minutes before ending its life in the dryer. First he drowned it, by the sounds of the tap. Then beat it, then threw it in the dryer. A truly psychotic act.

We are unsure what could've provoked the act but these types of deliberate hyper violent actions are a precursor to more severe crimes. I am confident that it won't be his last attack and myself and every other resident in that building are fearful for our safety, I will never forget the stench of that laundry room nor will I forget the sounds as he toyed with that helpless cat.

In case you don't understand, He didn't "kill" that cat he tortured that animal to death.

This will not be his last & I'd rather it not be myself or any of the other people we live beside, this will happen again.

Make the right decision. Get him as far away from us as possible."

- [50] At the hearing LW1 provided the following additional evidence.
- [51] LW1 has lived at the Residential Property for about two years.
- [52] LW1 heard from another tenant that the Occupant confessed to the police that he had killed LW3's cat.
- [53] The Tenant asked LW1 if he physically saw the Occupant do anything. LW1 stated that he did not see the Occupant during the incident.
- [54] LW1 saw that the Unit's door was open and later saw the door was shut. LW1 was on the phone with LW2 and his partner during the incident and LW3 was not home. The Residential Property's back door is locked and can only be accessed with a key. There was blood going down the Residential Property's stairs.
- [55] LW1 does not feel safe with the Occupant in the Residential Property and feels threatened in the Occupant's presence.

LW2

- [56] LW2's evidence is summarized as follows.

- [57] At the hearing LW2 stated that his October 5, 2026 email to the Landlord submitted into evidence was accurate. Part of LW2's email states:

"My name is [LW2], I live in [address at the Residential Property] with my ["Partner"]. At around 1 am on Sunday 4th 2026 I heard [Occupant] having an episode in the apartments laundry room, smashing and throwing things. I know it was [Occupant] because he made repeated trips outside the back of the apartment, and had keys to repeatedly let himself in and also made frequent trips downstairs to [the Unit], and I was on the phone with the other downstairs tenant [LW1] during [Occupant's] episode. I heard [LW3's] cat making distressing noises during [Occupant's] episode. Although I didn't know it at the time, [Occupant] at that time was in the middle of brutally murdering [LW3's] cat. During my call with the other downstairs tenant [LW1], [LW1] was brave enough to open his door and peek upstairs at the laundry room where he seen the laundry room door which is always open and never closed, was closed. This indicates that [Occupant] intentionally trapped the cat in the room with him so it couldn't escape. I heard [Occupant] running the tap to the sink for about 15 minutes, followed up by putting what I believe to be the cat into the dryer and turning it on for 15 minutes. The sound of what he put in the dryer was clearing an object, what I now know to be the cat, which thudded around in what I now think of as the most disturbing sound I have ever heard knowing the context. I still didn't know at this time what exactly was happening until the next day. I called the Police for a welfare check on [Occupant] as he was clearly a danger to himself or others, the police arrived and at that point he was back in his apartment and not answering the door. By the morning, [LW3] arrived back at the apartment as he was not home all night, and was looking for his cat which was missing. Fearing the worst, I informed him of what I heard last night and we checked the laundry room out for ourselves and noticed lots of blood and cat hair in the dryer, on the sink, and several other locations as well as a foul smell of cat pee and what smelled like wet cat. [LW3] called the Police and a major investigation was conducted involving a canine unit, Ident, and several officers who took pictures and collected evidence. They arrested [Occupant] at the scene after finding probable cause (scratch marks on his arms) and interrogated him at the police station where he admitted to killing [LW3's] cat and even led police to where he dumped the cat's body in [rural area]. [Occupant] was allowed to return to [the Residential Property] where [LW3's minor] child lives as well as my dog. Knowing what [Occupant] is capable of, we do not feel comfortable or safe at all in his presence and we are left incredibly shook up and traumatized by the whole thing, we do not want to be in the same apartment at him and would like him removed as soon as possible."

- [58] At the hearing LW2 provided the following additional evidence.
- [59] LW2 has lived at the Residential Property for just over a year.
- [60] LW2 believes that from about 1:10 a.m. to 2:00 a.m. on October 4, 2026 he heard the Occupant struggling to kill LW3's cat, and the Occupant did in fact kill LW3's cat, in the laundry room right outside of LW2's door.
- [61] LW2 did not see the Occupant during the incident. LW2 believes it was the Occupant that killed LW3's cat for the following reasons.
- [62] The cat was killed by a person who had access to the Residential Property because the back door is locked and it opened with keys and closed multiple times during the incident. LW2 also heard the Occupant's door open and close during the incident.

- [63] LW2 telephoned LW1 and woke him up during the incident. LW3 was not home.
- [64] LW2 believes that it was a male person because of the grunting and guttural noises that LW2 heard from his room.
- [65] When the incident was over LW2 heard footsteps going down the stairs and the Occupant's door opening and closing.
- [66] LW2's Partner telephoned the police. The noises in the laundry room did not stop until shortly before the police arrived around 1:40 a.m.
- [67] LW2's Partner recorded the four videos in evidence. The Partner provided the videos to LW2 and he provided the videos to the Landlord. LW2 was beside his Partner when the recordings were made.
- [68] LW3 told LW2 about the Occupant's confession to the police.
- [69] LW2 and his Partner do not feel safe in the Residential Property.
- [70] The first video (IMG_2486) records cat noises, the second video records thudding noises (IMG_2488) and the third video records noises (IMG_2490).
- [71] The fourth video (IMG_2501) shows the laundry room later on October 4, 2026. There are red marks on the sink, the washing machine and inside of the dryer. LW2 believes that the red marks are blood. There is also fur in the dryer.

LW3

- [72] LW3's evidence is summarized as follows.
- [73] At the hearing LW3 stated that his October 5, 2026 email to the Landlord submitted into evidence was accurate. Part of LW3's email states:
- "This has been extremely traumatic for both of us. My [minor child] loved our cat very much, and knowing that the person responsible will be living so close to us has made me genuinely afraid to return to our home. At this point, I do not feel that I can reasonably stay in the apartment while this individual is there."*
- [74] At the hearing LW3 provided the following evidence.
- [75] LW3 has lived at the Residential Property for about three years. LW3 has had very little interaction with the Tenant and the Occupant since he moved in.
- [76] LW3 left his unit on October 3, 2026 with the door unlocked. No one stayed in LW3's unit while he was gone.
- [77] LW3 returned to the Residential Property on the morning of October 4, 2026. LW3 entered the Residential Property through the locked back door, which does not have a buzzer. LW3 saw that his unit's back door was open about five or six inches.

- [78] LW3 started looking for his cat and realized that his cat was gone. LW3 knocked on LW2's door and asked if he knew where his cat was. LW2 said no and told him about a commotion LW2 heard during the night. LW2 said he had called the police and they had showed up.
- [79] LW2 showed LW3 audio/video recordings and LW3 could hear his cat *"howling."* LW3 also heard banging in the laundry room. At this point LW3 still did not really know what had happened.
- [80] LW3 looked for his cat for about thirty minutes and then he received a call from LW2, who said there was blood and cat hair in the laundry room dryer.
- [81] LW3 went to the laundry room and saw a fair amount of blood and cat hair in the dryer and around the laundry room. LW3 knocked on the Occupant's door to ask what happened and the Tenant answered. The Tenant stated that there were no police there the night before, which LW3 knows is untrue.
- [82] LW3 called the police and they came to the Residential Property right away. It did not take them long to see the evidence and consider it a crime scene. Investigators also arrived and the Occupant was arrested.
- [83] On October 4, 2026 the police told LW3 that they had probable cause regarding the Occupant because he had bite and scratch marks on his hands and arms. The Occupant later admitted to the police while being interrogated that he had killed LW3's cat and took it to a far away rural area. The Occupant took the police to the location of the cat's body. The Occupant was arrested and charged and he has a court date coming up on [date]. The case has been moved to major crimes.
- [84] LW3 lives in the Unit with his minor child. LW3 has been unable to stay in his unit since the incident occurred because someone who kills a harmless cat is not safe to be around. LW3 cannot have his minor child at the Residential Property.

Tenant

- [85] The Tenant's evidence at the hearing is summarized as follows.
- [86] The October 4, 2026 incident was regretful. The Occupant has not been trouble to anyone before this incident and it was out of character.
- [87] The Occupant loves cats and adores all animals. A couple days before the hearing the Occupant was playing with a family member's cat without any issues.
- [88] On October 4, 2026 the Tenant was awake in the Unit's living room watching television until 4:30 a.m. and then the Tenant went to bed. Only the Tenant and the Occupant were staying in the Unit during this time. The living room is not near the laundry room.
- [89] The Tenant did not notice the Occupant exiting or entering the Unit because he does not make much noise when he moves around. The Tenant did not hear the cat.
- [90] When the Tenant woke up around 3:00 p.m. the Occupant was already arrested and taken out. The Occupant has a car and the Occupant and the Tenant both use it. The car was gone when the Tenant woke up.
- [91] The Tenant did not know what was happening until the police came to the Unit in the afternoon or early evening of October 4, 2026 to search the Occupant's bedroom.

- [92] Later in the hearing the Tenant stated that she had in fact seen and spoken with the Occupant before he was arrested. The upstairs tenant (LW3) had come down to the Unit looking for his cat. The Tenant thought it was terrible that the cat had gotten out. The Tenant asked the Occupant about it but the Tenant does not remember what the Occupant said.
- [93] During the incident the Occupant left the Unit and saw the cat in the hallway. The cat should not have been in the hallway because he is *"a house cat and nothing else."*
- [94] The Occupant felt nervous for the cat because the cat is fast and the back door can open if a tenant comes in.
- [95] The Occupant did not put the cat in any water. The cat went in the dryer but it was not the Occupant's fault.
- [96] On October 5, 2026 the Occupant came back to the Unit.
- [97] The Tenant and the Occupant picked up the Occupant's vehicle from a towing company.
- [98] The Tenant did not go into the laundry room during the incident or afterwards. The police told the Tenant not to go into the laundry room.
- [99] This type of incident would never happen again. The Occupant is upset about the incident and regrets that the cat died.
- [100] The Tenant believes that the Landlord wants her out of the Unit because the rent is low. The Landlord would be able to increase the rent a lot if she moves out. The Tenant raised issues regarding the Unit's condition.
- [101] The Tenant continues to live in the Unit and does not want to move out because the Unit has really good rent, the Tenant has lived there a long time, and she is very well settled in the community.

Occupant

- [102] The Occupant's evidence at the hearing is summarized as follows.
- [103] The Occupant admitted to killing LW3's cat in the Residential Property's laundry room around 1:00 a.m. to 2:30 a.m. in the morning on October 4, 2026. At this time the Occupant was in the laundry room for around half an hour to an hour. The Occupant did not see anyone else in the laundry room during this time.
- [104] The Occupant went into the Residential Property's hallway to go outside and the cat was at the end of the hallway. The cat is fast and was running towards the Occupant to get to the door. The Occupant was trying to prevent the cat from going outside. The Occupant went outside for a few minutes.
- [105] The Occupant came back inside and the cat was trying to get out. The Occupant tried to push the cat away and the cat started to scratch and bite him.
- [106] The Occupant tried walking to the Unit and the cat grabbed onto him and bit his hand. The Occupant tried to move the cat upstairs and into the laundry room. There was blood around from the cat biting and scratching the Occupant.

- [107] The Occupant let go of the cat and tried to keep the cat away from attacking him. The cat then walked into the dryer.
- [108] The Occupant closed the dryer door to separate from the cat and the dryer turned on. The Occupant did not put any coins in the dryer or press any buttons. It is unnecessary to put coins in this dryer because it just turns on.
- [109] Around 7:30 a.m. the Occupant took the cat's body and drove alone in his car to a rural area where he took the cat's body into the bushes.
- [110] The Occupant then left this rural area and stopped at a fast food restaurant for breakfast before returning to the Unit.
- [111] Around 2:00 p.m. on October 4, 2026 the Occupant was arrested by the police. The police asked the Occupant to show them where the cat's body was located. The Occupant went with the police to the location of the cat's body.
- [112] The Occupant told the Tenant what happened when he returned home after he was arrested.
- [113] The Occupant continues to live in the Unit. The Occupant feels very sorry and regrets what happened. The Occupant does not want the other tenants to feel uncomfortable.

Determination

- [114] For the reasons below, I find that the tenancy will end early. The Tenant, the Occupant and all other occupants must vacate the Unit by the timeline below.

Earlier Termination

- [115] A landlord can end a tenancy earlier than the vacate date of an eviction notice if a tenant, or a person the tenant has permitted on the property, has significantly interfered with or unreasonably disturbed another occupant. There are additional legislated grounds for earlier termination.
- [116] The landlord must also establish that it would be unreasonable or unfair to the landlord or other occupants of the residential property to wait for an eviction notice to take effect.
- [117] In this case, the evidence is clear that the Occupant is a person that the Tenant has permitted in the Residential Property.
- [118] The Occupant admitted to killing LW3's cat and taking the cat's body from the Residential Property to a rural location.
- [119] In the circumstances of this case, I find that this admission alone supports earlier termination of the tenancy.
- [120] The Occupant could have immediately reported the cat's death to the police, the Landlord or LW3. LW3 would not have made a futile search for his cat, which the Occupant already knew was deceased and in a location that LW3 would never find it.
- [121] The laundry room would have been closed and LW1, LW2 and LW3 would never have entered the laundry room and discovered the cat's blood and fur inside the dryer.

- [122] Instead, the Occupant tried to conceal the cat's death by taking the cat's body far away to a rural location. The Occupant did not admit that he killed LW3's cat until he was interrogated by the police.
- [123] The Occupant's attempt to conceal the cat's death would naturally make occupants of the Residential Property fearful to be around him.
- [124] LW1, LW2 and LW3 have all essentially stated that the Occupant's behaviour has significantly interfered with and unreasonably disturbed them. LW3 and his minor child have stopped living in the Residential Property because they do not want to be near the Occupant.
- [125] I find that it would be unreasonable and unfair for LW1, LW2 and LW3 to wait until the Notice would take effect on November 30, 2026.
- [126] The Occupant's actions and presence at the Unit have effectively forced LW3 and his minor child to temporarily vacate the Residential Property.
- [127] Not only did the Occupant kill their cat and conceal the cat's death, the Occupant's presence in the Unit has also forced them to live elsewhere.
- [128] This is unfair and unreasonable and earlier termination is justified.

Alleged Cat Aggression

- [129] The Occupant essentially tried to argue that the cat acted aggressively and the Occupant defended himself.
- [130] Based upon the evidence presented, I find that the Occupant had no valid justification for killing the cat.
- [131] If the Occupant was in fact being attacked, then I would have expected that the Occupant would have yelled for help numerous times.
- [132] LW2, who was in his room on the same level of the Residential Property as the laundry room, did not hear the Occupant yelling for help. Instead, LW2 only heard male grunting and guttural noises coming from the laundry room. LW2 was unable to identify the Occupant in the laundry room by his voice.
- [133] There is no evidence that the Occupant cried for help after he closed the dryer door with the cat inside. According to the Occupant's own evidence, the cat was still alive at this point.
- [134] The Occupant could have shut the Unit's door or the laundry room door and kept the cat on the opposite side.
- [135] The Occupant could have run to another unit and requested help or ran outside the Residential Property. Instead, the Occupant went into the laundry room where no other persons were present.
- [136] The Occupant did not voluntarily report to the police or the Landlord that the cat was aggressive. Instead the Occupant concealed the cat's death.

Alleged Landlord Financial Gain

- [137] The Tenant argued that the Landlord wanted to evict her in order to increase the Unit's rent. The Tenant also raised issues with the Unit's condition.
- [138] I find that these arguments are unsupported.
- [139] Instead, I am satisfied that the Landlord served the Notice and filed the Application because of the significantly interfering and unreasonably disturbing incident that the Occupant caused.

The Notice

- [140] I find that the Notice is valid because the Occupant engaged in behaviour significantly interfering with and unreasonably disturbing other occupants of the Residential Property.
- [141] At the hearing the Tenant and the Occupant explained why they did not file any application with the Rental Office.
- [142] They stated that they received advice from a lawyer that a tenant application was unnecessary because the Landlord had already filed an application and a Rental Office hearing was already scheduled.
- [143] I note that the Tenant was in fact required to file an application disputing the Notice under subsection 61(5) of the Act, which states:

A tenant may dispute a notice of termination under this section by making an application to the Director under section 75 within 10 days after the date the tenant receives the notice.

- [144] The Tenant was served with the Notice on October 5, 2026 and the last day for the Tenant to file an application disputing the Notice was October 15, 2026.
- [145] I find that the Tenant is also deemed to have accepted the Notice under subsection 61(6) of the Act, which 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.

- [146] However, in this case I have already determined that the tenancy must end earlier. The Tenant, the Occupant and any other occupants must vacate the Unit before the vacate date in the Notice, as ordered below.
- [147] It is unnecessary for me to determine the second basis in the Notice for ending the tenancy regarding illegal activity.

CONCLUSION

[148] The Application and the Notice are valid.

[149] The Tenant, the Occupant and all other occupants must vacate the Unit earlier than the vacate date in the Notice, by the timeline below.

[150] The Tenant and the Occupant must return the Unit's keys to the Landlord.

[151] The ordered vacate date is based upon the minimum period before this Order will be enforceable by Sheriff Services under sections 85 and 89 of the *Act*.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the Landlord and the Tenant will terminate effective **5:00 p.m. on October 26, 2026**.
2. The Tenant, the Occupant and all other occupants must vacate the Unit and return the Unit's keys to the Landlord 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 October, 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 **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.