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 the Tenant with an eviction notice alleging an unreasonable number of occupants in the Unit.

[3] The Tenant disputes the eviction notice.

BACKGROUND

[4] The Unit is a one-bedroom, one-bathroom unit located in a three-unit building that the Landlord has managed since February of 2025.

[5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from May 1, 2026 to April 30, 2027. A security deposit in the amount of $925.00 was paid on April 28, 2026. Rent in the amount of $925.00 is due on the first day of the month.

[6] On September 17, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of October 31, 2026 (the "Notice") alleging an unreasonable number of occupants in the Unit. The particulars of termination state:

> *"*[Landlord] *is moving to evict, as it has come to our attention that a woman named* ["K"] *has been residing in your unit, and has had her green car parked at the property for a number of weeks now. Warning had been provided to remove the vehicle on August 19, and no response has been provided. On September 17, I spoke with* [K] *and she admitted to living in the unit, and that the green vehicle was hers."*

[7] On September 21, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice.

[8] On October 2, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 20, 2026.

[9] On October 13, 2026 the Rental Office sent the parties a 19-page PDF evidence package.

[10] On October 20, 2026 the Tenant and the Landlord's representative (the "Representative") participated in the hearing. The Representative submitted a copy of the tenancy agreement during the hearing. The parties confirmed that everything else submitted to the Rental Office for the determination of this dispute was included in the evidence package.

DISPOSITION

[11] The Notice is invalid and the Application is allowed.

[12] The tenancy will continue and the Tenant can continue living in the Unit.

ISSUE

A. Must the Tenant and all occupants vacate the Unit?

ANALYSIS

[13] 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 Notice.

[14] The Landlord seeks to end the tenancy under clause 61(1)(c) of the *Act* which states:

> *A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*
>
> *(c) there is an unreasonable number of occupants in the tenant's rental unit;*

[15] In Order LR26-16[1] 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."*

ANALYSIS

[16] For the reasons below, I find that the Landlord has not established that the Tenant has had too many occupants in the Unit.

[17] Part of the Landlord's written documents refer to a black Audi. The Representative's evidence at the hearing is that this other vehicle belongs to another tenant of the Residential Property.

[18] The Landlord provided written documents from the owner of the Residential Property and others regarding a green vehicle being parked at this property. The green vehicle is used by K.

[19] Essentially, the Landlord's position is that K has been sleeping in the green vehicle while in the Residential Property's parking area because there are blankets and towels propped up in the windows.

[20] The Landlord also claims that K has been sleeping inside the Unit. The Representative's evidence is that on September 17, 2026 he spoke with K by telephone and K admitted that she was living in the Unit.

[21] In light of the Tenant's direct evidence, below, I find that the Landlord has provided insufficient evidence to establish that the Tenant has had an unreasonable number of occupants in the Unit.

[22] The Tenant's evidence is essentially that he does not know K well. The Tenant stated that he does not know K's last name. The Tenant stated that K was parking at the Residential Property before the Tenant moved in.

[23] The Tenant stated that he did not believe K was parking at the Residential Property overnight. The Tenant would go to bed and the green car would not be there. K would arrive at the Residential Property early in the morning and charge her vehicle's battery and go to Tim Hortons, which opens at 5:00 a.m.

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

[24] The Tenant stated that K told him that she blocks out the green car's windows to keep the heat out in the summer and to keep the heat in during the winter.

[25] The Tenant denied that K was living in the Unit.

[26] The Tenant stated that once he received the Notice he had K's car towed at his own expense and K has not parked at the Residential Property since this time.

[27] I note that the Landlord has the burden of proof to establish that evicting the Tenant is justified by providing clear, cogent, and compelling evidence.

[28] Based upon the evidence presented, it has not been established that K has in fact been staying overnight in the Residential Property's parking area or the Unit.

[29] The Tenant provided direct evidence disputing these claims.

[30] The Residential Property's owner, K and other occupants of the Residential Property or witnesses did not participate in the hearing to provide their direct evidence.

[31] I find that the Notice is invalid and the Application is denied because the Landlord has provided insufficient evidence to support the Notice.

IT IS THEREFORE ORDERED THAT

1. The tenancy will continue and the Tenant can continue living in the Unit.

DATED at Charlottetown, Prince Edward Island, this 20th 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 **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.