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 made claims regarding the space rented under the tenancy agreement, rodent activity, quiet enjoyment, privacy, and an eviction notice served for the Landlords' ("CY" and "TY") occupation of the Unit.

BACKGROUND

[3] The Unit includes a master bedroom with shared services and facilities located in a four-bedroom, one-storage-room, three-and-a-half-bathroom, three-story house (the "Residential Property"). The storage room has also been used as a bedroom.

[4] The Residential Property is approximately 160 years old.

[5] The Landlords have owned the Residential Property for about 15 years and lived in this property until about April 9, 2026. The Landlords previously stayed in the Unit, which is located on the second story. There is a living room on the Residential Property's first story.

[6] The Landlords went on an out-of-country trip from mid-February of 2026 until April 4, 2026.

[7] The Landlords and the Tenant entered into a written, monthly tenancy agreement that started on March 28, 2026. Rent in the amount of $800.00 is due on the first day of the month. A security deposit was not required.

[8] The following services and facilities are listed in the tenancy agreement as included in the rent: heat, power, Wi-Fi, water, laundry room and storage downstairs.

[9] Near the end of August, the Landlords' property manager (the "Property Manager") served the Tenant with a document titled *"Notice of Vacate"* (the "Notice") for the Landlords' occupation of the Unit. The vacate date in the Notice was October 31, 2026. The Landlords did not use the Rental Office's approved *Form 4(B) Eviction Notice*.

[10] On August 31, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice and making claims against the Landlords. The Landlords later withdrew the Notice.

[11] On September 24, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 22, 2026.

[12] On October 7, 2026 the Rental Office sent the parties a 54-page PDF evidence package ("EP"), which included four video links.

[13] On October 22, 2026 the Tenant, the Landlords and the Property Manager participated in the hearing. A copy of the Notice was added to the evidence during the hearing.

[14] The parties confirmed that everything submitted to the Rental Office for the determination of this dispute was included in the evidence package. I informed the Tenant that I was unable to access the video links in the evidence package and I requested that the Tenant resubmit the videos after the hearing. The Landlords stated that they had already seen the videos because the Tenant had previously sent them and they did not need an additional opportunity to make comments.

[15] On October 26, 2026 the Tenant emailed the Rental Office and the Landlords four videos.

DISPOSITION

[16] I find that the Application is denied.

ISSUES

A. Is the living room an included space in the Tenant's tenancy agreement?

B. Has the Tenant established claims against the Landlords regarding rodent activity at the Residential Property, quiet enjoyment, privacy and the Notice?

ANALYSIS

[17] 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 their own claims. The applicable standard is proof on a balance of probabilities.

A. Is the living room an included space in the tenancy agreement?

[18] The parties dispute whether the living room on the Residential Property's first story is an included space in the rent.

Tenant Evidence

[19] The Tenant's evidence is summarized as follows.

[20] Around early February of 2026 the Tenant and CY met at the Residential Property. CY showed the Tenant the Residential Property, including the living room, and stated that it was free to use.

[21] The Tenant and others used the living room after the Tenant moved in. The Tenant would eat and hang out in the living room with others. The Landlords' realtor later told the Tenant that use of the living room was not permitted because it was not a common area.

[22] The living room originally had couches and a television but the television was removed a few weeks after the Tenant moved in.

[23] The Tenant acknowledged that the living room is not specifically mentioned in the tenancy agreement as an included service. The Tenant stated that the living room is also not listed as an excluded service or facility.

[24] The Tenant submitted into evidence group-chat communications between CY and occupants of the Residential Property.

Landlord Evidence

[25] The Landlords' evidence is summarized as follows.

[26] CY stated that the living room was part of the space that the Landlords exclusively used and it was never a common area. The Landlords' belongings were still in the living room while they were out of the country and when the Tenant moved into the Unit.

[27] The Landlords still have private papers and belongings in the living room because it was not intended to be a common area.

[28] The Landlords stated that the kitchen, dining room, back porch and the backyard are common areas.

Determination

[29] For the reasons below, I find that the living room in not an included space rented to the Tenant under the tenancy agreement.

[30] In Order LR26-44[1] the Island Regulatory and Appeals Commission (the "Commission") determined a dispute regarding a tenant's usage of a basement. The Commission stated in part as follows:

> *"37. …While the Tenant had physical access to the basement area through the rear entrance, mere physical access does not establish that an area forms part of the leased premises. The evidence demonstrates that the rear entrance was provided as a convenient means of entering and exiting the Tenant's Rental Unit from the parking area. The Commission accepts the Landlord's evidence that this access was not intended to give exclusive possession or use of the basement itself.*
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> *38. The Tenant relies upon the definitions of "rental unit" and "tenancy agreement" in section 1 of the Act. While a tenancy agreement may include implied terms and related facilities, those provisions do not convert every area to which a tenant has physical access to being part of the rented premises. Whether an area forms part of a rental unit depends upon the terms of the tenancy agreement, the intention of the parties, and the surrounding circumstances. On the evidence before the Commission, the basement remained an area retained by the Landlord for maintenance, mechanical systems, and building operations, along with storage by the Landlord, rather than a facility intended for the Tenant's exclusive use.*
>
> *39. The Commission also considers the evidence that the basement has historically remained under the Landlord's possession and control and has not formed part of residential tenancies within the building. While this historical practice is not determinative of the present tenancy agreement, it supports the conclusion that the basement was not intended to be included in the leased premises. The basement contains the building's mechanical systems and has been under the Landlord's use and control for forty years. Further, the written tenancy agreement contains no provision granting the Tenant exclusive possession or use of the basement.*
>
> *40. It is the Commission's opinion that mere tolerance of occasional storage or unrestricted access does not establish an implied contractual term granting exclusive use of an area otherwise retained by the Landlord."*

[31] Subsection 1(c) of the *Act* defines "common area" a follows:

> *"common area" means any part of residential property, the use of which is shared by tenants, or by a landlord and one or more tenants;*

[32] The Landlords' evidence is essentially that the living room has not historically been used as a common area and instead this room contains their personal property. The Landlords have direct evidence regarding the historical usage because of their usage and ownership of the Residential Property for about 15 years. The Tenant has only lived in the Unit for about seven months and does not have similar direct evidence regarding the historical use.

[33] I also note that in the group chat that the Tenant submitted into evidence CY wrote to the group on May 17, 2026 stating that the living room was not a common area and the Landlords tried to keep the doors closed because their private papers and other belongings were in there (EP18). The group chat excerpts submitted into evidence do not show any comments from occupants questioning CY's statement around this time.

[1] https://irac.pe.ca/wp-content/uploads/Order-LR26-44.pdf

[34] In the group chat CY wrote again on June 2, 2026 that the living room was not a common area (EP26). The group chat excerpts submitted only show the Tenant questioning whether the living room was a common area around this time.

[35] Although not determinative of the Tenant's tenancy agreement, the evidence presented regarding the historical usage of the living room indicates that the Landlords did not intend it to be a common area that was part of the rented space.

[36] The Tenant provided testimony regarding CY indicating that the living room was an included space when the Tenant viewed the Residential Property. However, based upon the evidence presented this appears to be a misunderstanding between the parties regarding other common areas of the Residential Property that were intended to be included spaces.

[37] The Tenant's actual usage of the living room started during a time when the Landlords were out of country. I am not satisfied that the Landlords were immediately aware that the Tenant was using the living room. The evidence presented does not establish that the Landlords acquiesced or tacitly agreed to the Tenant using the living room. The Landlords' May 17, 2026 group chat message establishes that the Landlords identified early in the tenancy that the living room was not intended to be an included space.

[38] The tenancy agreement could have been clearer regarding the space that the Tenant was renting. Although the tenancy agreement does not list the living room as an excluded space, it also does not list the living room as an included space.

[39] However, based upon the historical usage of the living room and CY's evidence that the living room contained the Landlords' personal items, I find that the living room does not form part of the rented space under the Tenant's tenancy agreement.

B. Has the Tenant established claims against the Landlords regarding rodent activity at the Residential Property, quiet enjoyment, privacy and the Notice?

Rodent Activity

[40] The Tenant claims against the Landlords regarding mice in the Residential Property.

[41] The Tenant seeks an Order requiring gaps in the Residential Property's interior to be filled. The Tenant requests that the Landlords have a *"valid"* pest controller complete a thorough inspection of every room in the interior of the Residential Property and also the exterior. The Tenant wants more mouse-traps set in the entire house because the Tenant is concerned that the mice remain a problem.

Tenant Evidence

[42] The Tenant's evidence is summarized as follows.

[43] The Tenant first saw a mouse in the Residential Property around late April or early May of 2026.

[44] The Tenant stated that another tenant ("SE") contacted the Department of Environmental Health ("Environmental Health") and a letter was issued on April 29, 2026 (the "Health Letter"). The Tenant submitted into evidence a copy of the Health Letter. SE was living on the third story and moved out around late June of 2026. The Tenant has not been in contact with Environmental Health.

[45] The Tenant questioned whether the Landlords' pest control company in fact inspected the Residential Property as claimed in the company's letter (EP41) because there are gaps and holes in the bedrooms that are large enough to stuff tissue in. The pest control letter stated that no holes were visible to the eye.

[46] The Tenant was unsure the last time pest control attended the Residential Property because the Tenant has not seen these workers in person.

[47] The Tenant last saw a mouse in the Residential Property in late July or early August. However, the Tenant does not know if the mice problem has been resolved.

[48] The Tenant does not have out-of-pocket expenses regarding the Tenant's compensation claims.

Landlord Evidence

[49] The Landlords' evidence is summarized as follows.

[50] Occasionally mice have been observed at the Residential Property during the Landlords' ownership. Normally the Landlords would set traps for the mice and the problem would resolve.

[51] Recently, mice were observed in the Residential Property that avoided the traps.

[52] The Landlords had another pest control company in the Residential Property around November of 2025 until early in 2026 but the Landlords were not satisfied with their services. The Landlords took measures themselves to eliminate the mice. When the Landlords left the country in February they believed that the mice problem had been resolved.

[53] SE lived in the Residential Property from around January of 2026 until late June. SE informed CY that she had been in contact with Environmental Health regarding the mice.

[54] On April 13, 2026 the Landlords had a professional pest control company set traps inside and outside of the Residential Property.

[55] The Landlords already had pest control arranged before the Health Letter was issued on April 29, 2026. The Landlords received the Health Letter sometime in May by mail. The Landlords did not receive any communication from Environmental Health until they received the Health Letter. CY telephoned Environmental Health immediately after receiving the Health Letter.

[56] No further Environmental Health letters have been issued for the Residential Property.

[57] The Landlords submitted into evidence documents issued by the pest control company regarding pest control measures and inspections at the Residential Property on the following dates:

- April 13, 2026
- May 5, 2026
- May 11, 2026
- May 25, 2026
- June 2, 2026
- June 15, 2026
- July 10, 2026
- August 12, 2026
- September 4, 2026

[58] Around May of 2026 CY and another person put tin foil in gaps in the Residential Property.

[59] TY believes that the mice were getting into the Residential Property through a hole in the porch, where a washer and dryer had previously been installed. The Landlords have filled up this hole.

[60] Cy stated that mice and rat problems in Charlottetown are very bad right now. Pest control companies will not provide a guarantee that there will be no rodents after pest control measures are completed.

[61] With regard to the Tenant's comments about the pest control company's letter (EP41), CY stated that the company is referring to the Residential Property's exterior gaps and holes and not the interior. In a 160-year-old house there are multiple gaps in the interior because the boards have shrunk over time. It would not be possible to repair this issue unless the floors were pulled up and replaced, which would involve significant costs.

[62] The last mouse sighting that the Landlords are aware of inside the Residential Property was on July 25, 2026. The Landlords asked the occupants of the Residential Property to inform them if they observe any mice activity.

Determination

[63] For the reasons below, I find that the Tenant's claims regarding mice are denied.

[64] The Tenant has requested interior Residential Property repairs regarding the mice.

[65] I note that the pest control company and the Landlords cannot guarantee that there will never be any mice in the Residential Property again. I also note that the pest control company's documents essentially state that there have been ongoing, significant mice activity outside of the Residential Property.

[66] The Health Letter states that all pest control recommendations by the pest control company are to be implemented, including the elimination of entry points. The Health Letter specifically requires the Landlords to *"Ensure exterior openings in the dwelling be sealed to prevent entry to pests."* There is no equivalent requirement in the Health Letter for the Residential Property's interior.

[67] The documents in evidence from the pest control company do not include a requirement for the Landlords to complete interior repairs. Instead, the pest control technician makes multiple observations that improper storage of food in the Residential Property has hindered progress for addressing the mice.

[68] The group chat for the Residential Property includes a comment dated May 19, 2026 from another occupant which states that they saw rodent activity in their room's *"snack cabinet"* (EP19).

[69] The Tenant has not provided evidence from Environmental Health, a pest control company or another expert to establish that the Tenant's proposed repairs are required.

[70] I find that the Tenant's request for interior repairs is denied because there is insufficient evidence to support this claim.

[71] Similarly, the Tenant's request for the Landlords to have another pest control company inspect the Residential Property is supported by insufficient evidence.

[72] The pest control company's letter (EP41) does state that no holes were visible to the eye. However, this may only be referring to exterior holes for the Residential Property.

[73] There is no evidence that Environmental Health requires further pest control measures.

[74] Further, at this time about three months have passed since mice were last observed inside the Residential Property.

[75] I find that the Tenant has provided insufficient evidence for the Landlords to be required to hire another pest control company regarding the mice.

[76] The Tenant also seeks compensation regarding the mice.

[77] However, I find that the Landlords have engaged in reasonable efforts to address the mice issues in and around the Residential Property and a compensation claim is not supported.

[78] The Landlords hired two pest control companies within the last year to address mice at the Residential Property and also completed work themselves to address the mice. The Landlords hired the second pest control company before the Health Letter was issued. I note that the Landlords have paid the second pest control company the amount of $580.88 for the pest control services provided from April to September of 2026, which included nine visits to the Residential Property.

[79] Further, the documents from the pest control company indicate that the improper storage of food in the Residential Property complicated pest control measures.

[80] I find that the Tenant's compensation claim regarding the mice is denied.

Quiet Enjoyment and Privacy

Tenant Evidence

[81] The Tenant's evidence is summarized as follows.

[82] The Tenant argued that the Landlords have interfered with the Tenant's right to quiet enjoyment of the Unit and privacy.

[83] The Tenant submitted into evidence four videos recorded from the Tenant's security camera. The Tenant stated that the videos show occasions where CY accessed the Unit's bedroom with and without the Tenant's permission. CY moved a mouse-trap that belonged to the Tenant. The Tenant stated that the Landlords never stated that the mouse-trap was a safety concern and referred to the group message correspondence regarding this matter (EP28). CY also sat on the Unit's bed.

[84] The Tenant stated that the Property Manager is the Landlords' friend. The Tenant believes that the Property Manager was at the Residential Property at times for surveillance and power purposes instead of property management and renting. The Property Manager delivered the Notice to the Unit's bedroom door without providing 24 hours notice.

[85] The pest control company went into the Tenant's room and opened drawers without the Tenant's permission and found a chocolate bar in the nightstand. The technician took it out and wrapped it in tinfoil. The nightstand is sealed and would not attract mice.

[86] The last time an access issue arose for the Unit's bedroom was August 24, 2026 and for the Residential Property was August 30, 2026.

[87] There were two occasions during the summer where there were short term rentals in the Residential Property. The Tenant questions whether the Landlords have a short-term rental license. There was a woman that stayed in the storage bedroom on the second story and a man that stayed for about a month on the third story. The Tenant does not know if the Landlords advertise on Airbnb's website.

Landlord Evidence

[88] The Landlords' evidence is summarized as follows.

[89] The Landlords stated that they had always lived in the Residential Property and they did not realize at first that the rules changed when they moved out in April.

[90] The Landlords sought out information regarding giving proper notice for access.

[91] CY acknowledged that she entered the Unit's bedroom. CY and the realtor were opening doors and turned on lights for a showing. CY or the realtor noticed the mousetrap in the Unit's bedroom. The realtor told CY that the mousetrap had to be moved because there was a family coming to see the Residential Property and for safety reasons you cannot have a set trap in the walkway.

[92] The Landlords provided a written statement from their realtor which states that the realtor requested that the Landlords move a mousetrap because it was a potential safety hazard.

[93] The pest control technician opened the Unit's nightstand drawer by mistake because he mistook the Unit's bedroom for another tenant's bedroom. This other tenant had previously messaged CY in a group chat stating that she had a *"snack cabinet"* and she had found a mouse in the cabinet. CY had sent the message to the pest control technician and he wanted to inspect the snack cabinet. CY was not in the Unit's bedroom with the technician when he inspected the nightstand because CY was getting tinfoil and filling gaps.

[94] The Landlords denied renting the Residential Property on Airbnb. The Landlords had a previous renter for two years that moved out a few months ago. This renter telephoned CY in distress because her aunt was arriving on an emergency basis and needed a place to stay for three weeks or a month. The aunt only ended up staying in the Residential Property for two nights because the emergency resolved.

[95] The man that the Tenant referred to is a regular renter that has rented from the Landlords every summer for the entire summer for the last five years. This year the man only rented the third story for a two-week period.

Determination

[96] The evidence presented establishes incidents where the Landlords did not comply with the *Act's* access requirements. CY should have avoided sitting on the Unit's bed. The access issues appear to be attributable in part to the Landlords' history of living in the Residential Property while renting rooms. I also note that about two months have passed since the last access issue on August 30, 2026 raised by the Tenant.

[97] I find that the previous access issues have not reached a level supporting a compensation claim. However, the Landlords must ensure that they continue gaining access in accordance with section 23 of the *Act*.

[98] I accept the Landlords' evidence that the pest control technician mistakenly accessed the Tenant's nightstand believing that they were in a different tenant's room who had previously admitted to having a snack cabinet. I note that the pest control company's records identified the improper storage of food in the Residential Property as an impediment to addressing the mice.

[99] The evidence presented does not establish that CY moving a mousetrap, by itself, amounted to a breach. The presence of a mousetrap was a potential hazard in an area where potential purchasers and their children may walk who were unfamiliar with the Residential Property. The Landlords' message correspondence could have been clearer by providing additional information regarding all of the reasons for the request. However, the Landlords' testimony regarding the safety concerns is consistent with their realtor's written statement.

[100] The evidence presented does not establish that the Property Manager has been at the Residential Property for surveillance and power purposes.

[101] I note that the *Act* does not apply to temporary accommodation licensed under the *Tourism Industry Act* R.S.P.E.I. 1988, Cap. T-3.3, except when the temporary accommodation is provided as accommodation for a guest for a continuous period of two months or more.

[102] The Rental Office does not have authority over the licensing of short term rentals.

[103] The evidence presented does not establish that the Landlords breached the Tenant's right to quiet enjoyment or privacy with regard to the man and women referred to in the parties' evidence who had short stays in the Residential Property. The *Act* does not prohibit short term rentals in the same building as long term rentals.

[104] In this case the Residential Property has room rentals with some shared services and facilities. This is a different situation compared to where a tenant rents an entire single family dwelling or where a tenant rents an entire apartment where there are no shared spaces or limited shared spaces.

Eviction Notice Claims

[105] A landlord can end a tenancy under section 62 of the *Act* for occupation of a rental unit by a landlord or an eligible family member. Sections 72 and 73 of the *Act* and section 6 of the *Residential Tenancy Regulations* provide for the amount of compensation and the timing of compensation.

[106] Under these sections a landlord who ends a tenancy for the landlord's occupation of the rental unit must pay one month's rent compensation and moving expenses.

[107] In this case the Tenant disputed the Notice, the Landlords withdrew the Notice, the Tenant never moved out of the Unit, and the Tenant did not incur any moving expenses. The Tenant was aware that the Notice withdrawn on or before October 2, 2026. In these circumstances I find that the Tenant is not eligible for compensation under these sections.

[108] The Tenant questioned the Landlords' motives for serving the Notice based upon the timeline of events regarding the Tenant's complaints. The Tenant stated that, before moving in, the Landlords told the Tenant that they were moving because they could not do the stairs everyday. The Tenant also questioned why the Landlords chose the Unit's bedroom when there were other vacant bedrooms.

[109] However, the evidence presented does not establish that the Landlords acted in bad faith. The Landlords provided a reasonable explanation why they sought to have occupation of the Unit under the Notice.

[110] The Landlords stated that they were living in their cottage during the Summer until the end of October but the cottage was not suitable for colder weather. The Landlords were unable to move into their condo because it had repair problems and they needed the Unit back for two months to have a place to stay until the condo was ready.

[111] The Landlords later arranged for a family member, who is a carpenter, to make time to get the Landlords' condo ready more quickly than anticipated.

[112] The Residential Property has two bedrooms with attached bathrooms. The Unit includes one of these bedrooms on the second story and the other bedroom is on the third story. TY is eighty-years-old and has a medical condition. It is difficult for TY to climb stairs and therefore the Unit on the second story is more preferable than the third story bedroom, which requires additional stairs.

[113] CY also stated that they chose the Unit's bedroom because that was the room that they had previously lived in.

[114] While I understand the Tenant's concerns, I find that the Landlords have a reasonable explanation why they specifically sought to stay in the Unit.

[115] The Landlords rescinded the Notice when they learned that four months' notice was required using the Rental Office's approved form.

[116] I find that a compensation and other remedies are not supported in this case.

CONCLUSION

[117] The Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 3rd day of November, 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.