INTRODUCTION

[1] This decision addresses an application the Tenant filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (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 parties agreed upon the following facts.

[5] The Unit is a three-bedroom, two-and-a-half-bathroom townhouse, owned by the Landlord since approximately 2014.

[6] The parties are siblings. However, the parties agreed that they have a landlord-tenant relationship.

[7] In 2015 the parties entered into an oral monthly tenancy agreement. The parties could not agree on the history of the monthly rent payments; however, they agreed that the Tenant has paid $1,000.00 each month for the past couple of years. No security deposit was required.

[8] On October 2, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of November 2, 2026 for an unreasonable number of occupants (the "Notice"). The particulars of termination state:

> "*Unauthorized, unapproved individuals (originally claimed to be temporary guests) have been residing full time in the rental unit for an extended period, exceeding max permitted occupants*."

[9] The correct vacate date is November 30, 2026 because of the minimum notice period in subsection 61(3) and is automatically changed under section 54.

[10] On October 2, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* after the Rental Office's hours of operation disputing the Notice (the "Application"). The Application was considered filed on October 5, 2026.

[11] On October 9, 2026 the Rental Office provided the parties with notice of a tele-hearing scheduled for November 5, 2026.

[12] On October 21, 2026 the Rental Office sent the parties a 20-page PDF evidence package.

[13] On October 22, 2026 the Tenant e-mailed the Landlord and the Rental Office a 12-page PDF additional evidence package.

[14] On November 5, 2026 the Tenant, the Tenant's witness ("AC"), the Landlord and the Landlord's witness ("KD") participated in the hearing. The parties confirmed that they received the evidence package and the additional evidence package. The parties also confirmed that all evidence submitted to the Rental Office was included in the packages.

DISPOSITION

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

[16] The tenancy will continue and the Tenant and all occupants can continue living in the Unit.

ISSUE

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

EVIDENCE

[17] The Landlord's evidence included written submissions, a copy of the Notice, photographs, utility bills and testimony from the Landlord and KD.

[18] The Landlord stated that on April 10, 2026, the Tenant requested that his son (AC) and young family move into the Unit temporarily because they had lost their housing arrangement. The Landlord stated that she agreed.

[19] The Landlord stated that they did not discuss any timelines regarding AC and his family's occupancy, however, the Landlord stated that temporary means one to three months.

[20] The Landlord stated that having three adults and a child occupying the Unit has doubled the hydro bill, increased wear and tear on the Unit and increased garbage and clutter.

[21] The Landlord stated that one of the three rooms is not functioning.

[22] The Landlord stated that she inspected the Unit on October 5, 2026. The Landlord stated the AC impeded her ability to properly conduct an inspection.

[23] The Landlord stated that the landlord-tenant relationship has deteriorated.

[24] KD provided testimony regarding her account of the April 10, 2026 conversation between the Tenant and the Landlord.

[25] The Tenant's evidence included written submissions, photographs and testimony from the Tenant and AC.

[26] The Tenant and AC disputed the Landlord's ground for terminating the tenancy.

[27] The Tenant stated that three adults and a child occupying a three-bedroom townhouse is not an unreasonable number of occupants.

[28] The Tenant stated that the parties never discussed a timeline for how long AC and his family would occupy the Unit. The Tenant relies upon his written submissions.

[29] AC stated that the Landlord has not provided sufficient evidence to prove that there are an unreasonable number of occupants in the Unit.

[30] AC stated that he and his family are currently living in the Unit and it was intended to be temporary. AC stated that he is looking for new living accommodations.

[31] AC denied the Landlord's evidence that one of the Unit's rooms is not functioning. AC stated that the third room is the child's bedroom.

ANALYSIS

[32] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid ground to end the tenancy contained in the Notice.

[33] In Order LR26-60 the Island Regulatory and Appeals Commission made the following comments regarding a landlord ending a tenancy:

> "*Given the significant impact that an eviction has on a tenant's housing security, termination of a tenancy agreement is a very serious matter. The Commission considers a high evidentiary bar in such matters, and the onus is on the Landlord to establish, on a balance of probabilities, that the facts justify a termination of the tenancy*."[1]

[34] 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*.

[35] For the reasons below, I find that the Landlord has not established that there is an unreasonable number of occupants in the Unit.

[36] The evidence presented establishes that the Landlord, the Tenant and AC are all related family-members. Despite the family relationship, the Tenant has occupied the Unit for over ten years and has an oral tenancy agreement with the Landlord.

[37] The evidence presented also establishes that the Unit is a three-story, three-bedroom and two-and-a-half-bathroom townhouse. The Unit is currently occupied by the Tenant, AC, AC's partner and AC's six-year-old child. The evidence establishes that the Tenant sought the Landlord's permission to have AC and his family temporarily move into the Unit, however, the parties never discussed the timeline of the Tenant's guests staying.

[38] I find that the grounds for eviction are solely regarding the unreasonableness of the number of occupants. I find that the Landlord's evidence does not establish that three adults and a child occupying the Unit is unreasonable.

[39] The Landlord's evidence does not establish that one of the three bedrooms is not in use. The Landlord's evidence does not establish that any health, safety or fire codes are being broken due to the number of occupants in the Unit.

[40] The Landlord's evidence stated that the relationship with the Tenant has deteriorated and the utility costs have increased, along with other complaints. These complaints all may be accurate, however, these complaints are irrelevant to the stated ground for eviction in the Notice.

[41] Despite the parties differing interpretation of what *temporary* means, I find that clause 61(1)(c) only considers the *number* of occupants and whether or not it is reasonable for the *number* of occupants to occupy a specific rental unit. The length of time does not factor heavily into this analysis. The number of occupants in relation to the size of the rental unit is what is heavily weighed when consider eviction.

[42] Therefore, I find that the Notice is invalid and the Application is allowed.

[1] *Campbell v. PEI Housing Corporation* 2026, PEIRAC 74, para. 30.

IT IS THEREFORE ORDERED THAT

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

DATED at Charlottetown, Prince Edward Island, this 9th day of November, 2026.

(sgd.) Cody Burke

Cody Burke
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.