INTRODUCTION

[1] This decision determines the eviction dispute claims in 53 applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "*Act*").

[2] The Landlord served the Tenants with 53 eviction notices for demolition of the Sites.

[3] The Tenants dispute the eviction notices.

BACKGROUND

[4] The Sites are 53 mobile home sites located in a mobile home park containing a total of 57 mobile home sites (the "Park"). The Landlord and the Landlord's president, director and shareholder (the "Operator") have owned the Park for about fifteen years. The Park has operated as an approved mobile home park for approximately fifty years.

[5] The Tenants own the mobile homes situated on the Sites and the Landlord does not own any mobile homes in the Park.

[6] The Landlord and the Tenants are parties to monthly tenancy agreements.

[7] On October 24, 2025 the Landlord had the tenants of the Park served with 57 *Form 4(A) Eviction Notice* with a vacate date of October 31, 2026 for demolition. The particulars of termination state:

> *"Closing Trailer Park down."*

[8] On November 3, 2025 the tenants of the Park filed with the Rental Office and served the Landlord with 57 *Form 2(A) Tenant Applications to Determine Dispute* disputing the eviction notices. These applications contain additional claims. However, only the validity of the eviction notices is determined in this decision. The Landlord concedes that the Landlord was served with these applications on November 3, 2025.

[9] Based upon the evidence presented, it appears that the tenants of Sites 72, 93, 95 and 99 may no longer be disputing the eviction notices. Therefore, this decision determines the 53 claims in the applications (the "Applications") disputing the 53 other demolition eviction notices (the "Notices").

[10] On or about June 3, 2026 the parties agreed to extend the vacate date in the Notices to January 24, 2027.

[11] On September 18, 2026 the Rental Office sent the parties notice of a hearing scheduled for November 5, 2026.

[12] On October 23, 2026 the Rental Office issued to the parties through TitanFile an evidence package containing a 539-page PDF ("EP") and three videos from the Tenants.

[13] On October 26, 2026 the Landlord filed and served a representative of the Tenants with an email with a 7-page evidence attachment.

[14] On November 5, 2026 the Tenants' five representatives (the "Tenant Representatives"), two additional tenants, the Landlord's representative (the "Landlord Representative") and the Landlord's two witnesses participated in the hearing.

[15] The parties confirmed that everything previously submitted to the Rental Office for this dispute was contained in the evidence package and the October 26, 2026 email. I ruled that the October 26, 2026 email and the 7-page attachment are part of the record that I would consider for determining the eviction dispute.

[16] At the hearing the Landlord Representative stated that, in the event that the Notices are determined to be valid, the vacate date can be extended to May 25, 2027.

[17] The Tenant Representatives stated that the tenant of Site 86 has passed away and they are actively trying to determine who is the personal representative.

VACANT SITES

[18] The tenants of Site 93 (Docket No. 25-925), Site 95 (Docket No. 25-929) and Site 99 (Docket No. 25-937) have removed their mobile homes from the Park.

[19] The tenants of Site 72 (Docket No. 25-883) have removed their mobile home but it appears that a shed may remain on this site.

[20] Based upon the evidence presented, the tenants of these four sites may have moved out due to demolition eviction notices and their tenancies may have already ended. If the Landlord has any uncertainty that they still may be renting their sites, then the Landlord should immediately contact these tenants.

[21] I note that, if the tenancy for site 72 has ended, then any personal property left behind must be addressed in accordance with Part 2, Division 6 of the *Act*.

DISPOSITION

[22] The Notices are invalid and the Applications are allowed.

[23] The tenancies for the Sites will continue and the Tenants can continue living on the Sites.

ISSUE

A. Does closing down the Park amount to a demolition under the *Act*?

ANALYSIS

[24] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancies contained in the Notices.

[25] The Landlord seeks to end the tenancies under clause 64(1)(a) of the *Act* which states:

> *A landlord may give a notice of termination if the landlord, after obtaining all necessary permits and approvals as required by law, requires possession of the rental unit in order to*
>
> > *(a) demolish the rental unit;*

[26] Subsection 64(4) provides for a minimum twelve-month notice period for the vacate date in this case because the rental units are mobile home sites.

[27] In Order LR26-16[1] the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding a landlord ending a tenancy:

> *"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."*

Demolition

[28] The Operator's affidavit states that the Landlord is seeking to close the Park because of increased expenses and the Operator's personal health circumstances.

[29] Paragraph 9. of this affidavit states as follows:

> *"*[The Landlord] *does not own any buildings at the Trailer Park.* [The Landlord] *is not seeking to change the land and carry out any construction to the land.* [The Landlord] *owns the underground infrastructure. The sewer disposal system is a centralized system and there are no septic tanks on the property to be decommissioned by* [the Landlord]. [The Landlord] *is not seeking to alter, change or remove any water meter from the Trailer Park."*

[30] The parties provided evidence regarding the financial viability of the Park. The Landlord provided evidence of increased operating costs. The Tenants provided evidence regarding years where the Landlord did not serve notices for the allowable annual rent increase.

[31] The Landlord Representative submitted that the closing of the Park was a demolition within the meaning of clause 64(1)(a). The Landlord intends to close down the Park and cease operations. Demolish should not be interpreted so narrowly to mean the tearing down of buildings, but rather a broader interpretation, to demolish the operations of the Park.

[32] The Tenants referred to an earlier decision involving the Operator in their written submissions (EP174 and 175), Order LR12-27.[2] This decision was issued in 2012 regarding an eviction dispute over the closure of a different mobile home park. The Tenants referred to this decision for historical context because this decision also contains information about the Park.

[33] In Order LR12-27 the Commission determined that an eviction notice was valid under the conversion to a non-residential use or the demolition grounds stated in the *Rental of Residential Property Act*, RSPEI 1988, R-13.1 (the *"Former Act"*) which was in force until April 7, 2023.

[34] The Commission stated in part as follows:

> *"Based on the evidence on the civil standard of a balance of probabilities, the Commission finds that the Respondent terminated the rental agreement with the Appellant in order to close the Byways Park and such termination was motivated by factors outside of the control of the Respondent. The Commission finds that a closure of a mobile home park would fall under either clause 15(1)(b) or 15(1)(d) of the Act cited above.*

[1] Order LR26-16, https://irac.pe.ca/wp-content/uploads/Order-LR26-16-.pdf
[2] Order LR12-27, https://irac.pe.ca/wp-content/uploads/LR12-27.html

> *In determining whether the Respondent acted in good faith in seeking to "convert" or "demolish" the Byways Park, the Commission is mindful that the decision appears motivated by financial reasons rather than an attempt to retaliate against one or more tenants. The Director provided a thoughtful and insightful analysis into a consideration of the concept of "good faith" within a notice of termination context and the Commission agrees and adopts this analysis. The number of homes and thus tenants declined sharply and the existing zoning prohibits replacing those homes and tenants, thus dramatically altering the revenues generated by the Byways Park. On the civil standard of the balance of probabilities, the Commission finds that the Respondent acted in good faith in deciding to close the Byways Park."*

[35] I note that Order LR12-27 was determined on different facts compared to the eviction dispute between the Landlord and the Tenants. The residential rental legislation has changed since Order LR12-27 was issued in 2012. The *Act* became the governing legislation on April 8, 2023 and the law has continued to develop. I find that Order LR12-27 provides limited assistance for the determination of the eviction dispute between the Landlord and the Tenants.

[36] The word "demolish" is not defined in the *Act* nor the *Residential Tenancy Regulations*.

[37] A general definition of the word demolish is to destroy, raze or do anything in the removal of a building or any material part thereof.[3]

[38] However, the word "demolish" must also be considered in its entire text, context and purpose within the scheme and objects of the applicable legislation.

[39] The Landlord's right to end a tenancy for demolition exists in the context of the *Act*, which is remedial legislation that provides tenant protections against eviction.

[40] Section 64 is contained in Part 4 of the *Act*. This Part begins with provisions regarding security of tenure. In particular, subsection 51 states that a tenancy can only be terminated in accordance with the *Act*. Section 52 provides that, except in specific circumstances, fixed term tenancies convert to monthly tenancy agreements by operation of law. Sections 53 and 54 address mandatory eviction notice content.

[41] This context weighs against a broad interpretation of the word "demolish."

[42] The Landlord seeks to end the Park's operations, in part, because of the financial viability of the operation, particularly during the last three to five years.

[43] I note that five years ago the *Former Act* was still in force. The Landlord could have sought an increase above the allowable annual percentage under section 23 of this earlier legislation. It appears that this was a process that an earlier owner of the Park followed based upon Commission Order LR09-04.[4]

[3] *The Dictionary of Canadian Law*, Fifth Edition, Nancy McCormack, page 300.
[4] Order LR09-04, https://irac.pe.ca/wp-content/uploads/LR09-04.html

[44] Currently, Part 3 of the *Act* permits landlords to annually increase rents by an additional 3.0% above the allowable annual guideline through a Rental Office application process. Additional rent increases can be phased-in over multiple years.

[45] The availability of these additional rent increase processes weighs against financial viability being a basis for ending a tenancy under demolition.

[46] The meaning of demolish has been considered in Commission Order LR24-03[5] which was issued on February 13, 2024. The landlord sought to end a mobile home site tenancy because a family member would be building a house on the site.

[47] This Commission decision states in part as follows:

> *"18. Clause 64(1)(a) applies where a landlord requires possession of the rental unit to demolish it. While the vacant parcel of land will not be "demolished" in the strict sense of the word, it will nevertheless no longer exist in its present form and it would be impossible for the Tenant to move back onto the mobile home site.*
>
> *19. This interpretation of "demolition" is consistent with a finding of the Ontario Superior Court in 2019 where the court accepted the approach of that province's Landlord and Tenant Board to applying interpreting the definition of demolition (see: Two Clarendon Apartments Limited v Sinclair, 2019 ONSC 3845):*
>
> > *6 The Board concluded at paras. 13 and 14:*
> >
> > > *13. In a situation where the rental unit continues to exist, albeit in an extremely altered form, it is possible for the tenant to exercise a right of first refusal, because the rental unit is still there: the tenant may move back and continue the tenancy.* ***In a situation where the rental unit is gone, it is not possible for the tenant to exercise a right of first refusal: the rental unit is no longer there and so the tenant cannot move back. The fact that the Act distinguishes renovations and demolitions by the tenant's right of first refusal shows that the intention of these sections of the Act is to preserve tenancies where it is possible to do so.***
> > >
> > > *14. Accordingly, a project will be defined as a renovation under the Act in a case where it is possible for the tenant to move back into the unit and* ***a project will be defined as a demolition where it is not possible for the tenant to move back into the unit.*** *[bold emphasis added]"*

[48] The Operator's affidavit stated in part that the Landlord *"is not seeking to change the land and carry out any construction to the land."*

[49] The evidence does not establish that it would be impossible for the Tenants to move their mobile homes back to the Sites. The Sites will not be gone.

[50] Based upon the evidence presented, the Landlord's intention is that the Sites will not physically change.

[5] Order LR24-03, https://irac.pe.ca/wp-content/uploads/Order-LR24-03.pdf

[51] For these reasons, I find that the closure of the Park's operations is not a demolition within the meaning of clause 64(1)(a).

Conversion

[52] The Landlord did not select conversion to a non-residential use in the Notices.

[53] Section 53 of the *Act* requires specific content for eviction notices, stating in part as follows:

> *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;*

[54] Subsection 53(d) facilitates procedural fairness because the person that receives an eviction notice must be provided with the reasons for eviction. This informs tenants of the evidence and submissions that they need to bring forward to challenge an eviction.

[55] In this case the Notices do not clearly identify conversion to a non-residential use as a basis that the Landlord seeks to end the tenancies. I find that it would be procedurally unfair for me to evict the Tenants for a ground that was not selected in the Notices.

[56] However, even if the Landlord had selected conversion, eviction would not be supported. The evidence presented does not establish that the Landlord *"requires possession of the rental unit,"* which is a component of ending a tenancy under subsection 64(1).

[57] Commission Order LR25-58[6] determined a matter where a landlord sought to end tenancies for conversion to a non-residential use. The Commission stated in part as follows:

> *"34. In effect, the Landlord in this case has sought to terminate the Tenancies in order to achieve vacant possession of the Residential Property. While we accept the Landlord's genuine intent to eventually convert the vacant property to non-residential, based on the facts and evidence presented in this case, the Commission finds the Landlord's Eviction Notices to be premature.*
>
> *35. In our interpretation, clause 64(1)(b) does not permit the Landlord to give notices of termination in order to convert the Residential Property into a vacant building for the purpose of its future sale. Ultimately, we are not satisfied on the evidence that the Landlord actually "requires possession of the rental unit" in order to effect their future plans to convert the use of the Residential Property at this point in time."*

[58] Similarly, in this case the Landlord seeks vacant possession of the Sites. The evidence presented does not establish a plan to convert its use.

Permits and Approvals

[59] The parties provided evidence that the Landlord has not obtained permits or approvals to close the Park.

[6] Order LR25-58, https://irac.pe.ca/wp-content/uploads/Order-LR25-58.pdf

[60] The Tenant Representatives submitted into evidence a letter dated October 13, 2026 from the municipality in which the Park is located (the "Municipality"). This letter states that the Municipality has no record of permits having been issued for the Park during the past three years. The Tenant Representatives and the Landlord Representative stated that they were not aware of any permits or approvals for the Park during these three years nor after the date the letter was issued.

[61] The Landlord argued that permits and approvals are unnecessary. The Landlord Representative provided detailed submissions on this point. The Tenant Representatives dispute that permits and approvals are unnecessary.

[62] There does not appear to be evidence directly from the Municipality, the Province or any other relevant authority regarding whether the proposed closure of the Park would necessitate permits or approvals. A landlord should be obtaining this type of documentation before serving an eviction notice for demolition.

[63] I will not determine the permit and approval issue in this decision because I have already determined, above, that the proposed closure of the Park does not amount to a demolition within the meaning of clause 64(1)(a).

[64] Ending a tenancy for demolition (clause 64(1)(a)) or conversion to a non-residential use (clause 64(1)(b)) involves a different procedure compared to repairs and renovations (clause 64(1)(c)).

[65] Before serving an eviction notice for repairs and renovations, a landlord must apply to the Director of Residential Tenancy and obtain initial approval (subsection 61(2)). The Director essentially acts as a gatekeeper before a landlord can lawfully serve a repairs and renovations eviction notice.

[66] Tenants may dispute the repairs and renovations eviction notice even if the landlord has obtained the Director's initial approval.

[67] The *Act* does not include any similar approval process before a landlord can approve an eviction notice for demolition or conversion.

CONCLUSION

[68] The Notices are invalid. The tenancies for the Sites will continue and the Tenants may continue living on the Sites.

IT IS THEREFORE ORDERED THAT

1. The tenancies for the Sites will continue and the Tenants may continue living on the Sites.

DATED at Charlottetown, Prince Edward Island, this 10th 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.