



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

**Date Issued:** September 12, 2025

**Dockets:** LR25041

**Type:** Rental Appeal

INDEXED AS: John Jarvis v. Edith Tremblay

2025 PEIRAC 44 (CanLII)

Order No: LR25-41

**BETWEEN:**

John Jarvis (the “Tenant”)

**Appellant**

**AND:**

Edith Tremblay (the “Landlord”)

**Respondent**

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## ORDER

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Panel Members:

Kerri Carpenter, Vice-Chair  
Gordon MacFarlane, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

## A. INTRODUCTION

1. This appeal was heard by the Commission on August 21, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding in Order LD25-272 that the tenancy should be terminated, and erred in finding in Order LD25-273 that no repairs were to be ordered and no compensation is to be provided to the Tenant.

## B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 3, 280 MacAdam Road, West St. Peters, PEI (the “Rental Unit”).
3. The Rental Unit is located in a four-unit building (the “Residential Property”) that the Landlord has owned since December of 2013. The Rental Unit is about 400 to 500 square feet in size.
4. The parties entered into a first written, fixed-term tenancy agreement from early September of 2024 to November 30, 2024. Rent in the amount of \$1,000.00 is due on the first day of the month and a security deposit of \$1,000.00 was paid.
5. The parties entered into a second written, fixed-term tenancy agreement from December 1, 2024 to March 31, 2025.
6. The parties entered into a third written, fixed-term tenancy agreement from April 1 to 30, 2025 (the “Tenancy Agreement”).
7. The Landlord prepared a fourth written tenancy agreement but the Tenant refused to sign it because the tenancy converted to a month-to-month agreement.
8. On April 1, 2025 the Landlord served the Tenant with a *Form 4(B) Eviction Notice* effective July 31, 2025 for the Landlord’s possession of the Rental Unit (the “First Notice”).
9. Note that the effective date is automatically corrected to August 31, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 62(2).
10. On April 10, 2025 the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* effective May 31, 2025 for behaviour, damage and failure to comply with a material term of the Tenancy Agreement (the “Second Notice”).
11. On April 10, 2025 the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the First Notice and the Second Notice, which is the subject of Order LD25-272. This application also seeks compensation and repairs.
12. On April 14, 2025 the Tenant filed an amended application with the Rental Office.
13. On June 26, 2025 the Tenant amended the application again (the “First Application”).

14. On June 30, 2025 the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* effective July 31, 2025 under clause 61(1)(d) of the *Act* (the “Third Notice”). The particulars of termination stated:

*“Belligerent and demeaning and degrading language towards landlady/tenant. Threat and action of placing pepper inside laundry machines used by all tenants. Threat and action of making loud noise during quiet time disturbing tenants.”*

15. On July 8, 2025 the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Third Notice (the “Second Application”), which is also the subject of Order LD25-272. This application also requests repairs.
16. On July 24, 2025 the Tenant, the Landlord, and the Landlord’s two witnesses participated in a teleconference hearing before the Rental Office.
17. On July 28, 2025, the Rental Office issued two Orders: (1) Order LD25-272 which ordered that the tenancy between the parties will terminate effective 5:00 pm on August 4, 2025; and (2) Order LD25-273 which denied the Tenant’s claims for compensation.
18. The Tenant appealed Order LD25-272 and Order LD25-273 on August 1, 2025.
19. The Commission heard the appeal on August 21, 2025, by way of telephone conference. The Tenant, John Jarvis, and the Landlord, Edith Tremblay, participated in the hearing. Joe Perry and Tommy Laybolt attended as witnesses for the Landlord.
20. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “*Act*”).

### **C. DISPOSITION**

21. The appeal is dismissed and Orders LD25-272 and LD25-273 are confirmed with a revised date for termination of the tenancy.

### **D. ISSUES**

22. There are three issues before the Commission on appeal.

Issue 1: Does the evidence support a continuation of the tenancy agreement?

Issue 2: Does the evidence support ordering repairs to the Rental Unit?

Issue 3: Does the evidence support awarding compensation to the Tenant?

### **E. SUMMARY OF EVIDENCE**

23. Much of the Tenant’s testimony related to problems with the Rental Unit. He testified that in his view the Rental Unit was not fit for habitation. A review of the Tenant’s testimony lists the following alleged problems with the Rental Unit:

- Front door has no screen and as a result mosquito and flies get in as he needs to open that door in hot weather.
- Bottom of back steel door is rusted.

- Mice and spiders get in to the Rental Unit.
- Problems with the floor – he believes it may be made of chipboard and rotted.
- Rental Unit is unbearably hot in the summer.
- Kitchen stove has issues - burners and oven - he believes it to be unsafe. He is scared to turn the burners on. The oven will burn the bottom of a loaf of bread he had baked while the top of the loaf is as “white as a ghost”.
- Recently, the refrigerator has been making loud squealing noises. He therefore unplugged the refrigerator and had to throw out food.
- There is no WiFi, no cable or satellite TV and the lease prevents installation of such services.
- There were issues with lack of heat last Fall and Winter.
- The windows are old, drafty and steam forms on them – there is “moss” growing on the bathroom window.
- There is no outside storage for his mobility scooter.
- There is no wheelchair ramp for him to easily move his mobility scooter into the Rental Unit.
- The bathroom sink does not drain properly.
- There are wires [springs] coming up the back of the couch provided with the Rental Unit.
- Sound insulation is poor – he has heard the lady next door snoring and he has no quiet enjoyment.

24. The Tenant requests that repairs, including replacement of some items, be made to the Rental Unit. He also requests as compensation a return of rent of half the rent he has paid since he moved in to the Rental Unit.

25. When asked by the Commission for his position regarding the reasons for termination of the tenancy, the Tenant made the following points:

- With respect to allegations that his behaviour toward the landlord amounted to cause for eviction under ss. 61(1)(d)(i), of the act, he did not deny having made the comments alleged by the landlord, but he stated as follows:
  - His comments to the Landlord all related to trying to get repair work done to the Rental Unit.
  - His comments to the Landlord were allowed by the Constitution as he has freedom of speech. His comments were not against the law; rather they were an expression of how he felt.
- He wanted an in person hearing – he stated that he had a constitutional right to an in person hearing and this right was taken away from him.
- He denied putting pepper in the laundry appliances as alleged by the Landlord.

26. The Tenant further stated that he is disabled with back issues. More recently he has third degree burns on his hands due to a stove fire incident when he was making breakfast. While he does not have a cane, he uses a golf club as a cane. He uses a mobility scooter for mobility outside the Rental Unit. He denied that the mobility scooter is a fire hazard as alleged by the Landlord.

27. The Landlord testified that the Tenant has used abusive language with her for months and this abusive language shows up in text messages to her, copies of which are in evidence. She stated that he had threatened in a text message that he would put pepper in the

laundry appliances. She has filed pictures of grains of pepper on the laundry appliances. She testified that the Tenant has loudly banged the walls of the Rental Unit in the middle of the night. She acknowledged that the Tenant has paid rent for August 2025; however, she did not receive the rent until August 11. When he paid the rent to her in person on August 11, 2025, he brought up the issues with the Rental Unit and used abusive language directed to her.

28. The Landlord explained that the building which contains the Rental Unit has three other units. She lives in one of those units. She testified that she feels imprisoned in her own home.
29. The Landlord testified that the Tenant's electric mobility scooter is a potential fire hazard, is not meant for indoor use and should not be stored in an apartment. She testified that there is damage to the front and back door thresholds from the Tenant moving his scooter into the Rental Unit. She testified that he caused fire damage to the Rental Unit. She stated the fire was caused by him walking away from the frying pan he was using. The kitchen flooring was damaged by the frying pan fire and the flooring was also damaged by the Tenant's scooter.
30. The Landlord acknowledged that the back door needs repair. She testified that Joe Perry, the person who would repair it, will not do any further work for her until the Tenant has moved out.
31. Tommy Laybolt testified that he is a neighbour who had previously come to the Rental Unit to help move a refrigerator and to check on the condition of the kitchen stove. Mr. Laybolt testified that he was verbally abused by the Tenant. Mr. Laybolt testified that he was verbally abused and received obscene gestures from The Tenant when the Tenant would ride his scooter past Mr. Laybolt's yard.
32. Joe Perry testified that he has done repair work on the units owned by the Landlord. Mr. Perry testified that the Tenant has been verbally abusive to him. Mr. Perry testified that the Tenant threatened to use his golf club to "clear the windows out of" Mr. Perry's car. Mr. Perry testified that he told the Landlord not to phone him to do more repair work until the Tenant is gone.
33. The Commission gave the parties an opportunity to provide further submissions following the hearing. Prior to the deadline of August 25, 2025 at 12 noon for such submissions, the Commission received one email submission from the Landlord and 13 voicemail messages containing further testimony, submissions and comments from the Tenant. The Commission has reviewed this additional email and the voicemail messages. No new relevant information was provided by either party in the post hearing submissions.

## **F. ANALYSIS**

### **Issue 1: Does the evidence support a continuation of the tenancy agreement?**

34. With respect to the issue of termination of the tenancy agreement, clause 61(1)(d)(i) of the Act permits a landlord to end a tenancy where a tenant has significantly interfered with or unreasonably disturbed the landlord. This clause reads:

*61. Landlord's notice for cause*

*(1) 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,*

35. In the present appeal, the Landlord has provided her testimony of words that the Tenant has said to her and texted to her. In addition to this testimony, several text messages are in evidence. Examples of these text messages are found in Exhibits E-21, E-42, E-61 and E-79.

36. The Tenant did not deny making the contentious text messages. He attempted to justify these text messages on the basis that they were a figure of speech and that he has constitutionally protected "freedom of speech".

37. The Commission has reviewed the messages carefully. The messages are not only course language; they are personally directed against the Landlord, who lived in a unit in the same building as the Tenant. The messages occurred over a period of time. No regret or apology was offered.

38. Having considered all the evidence, the Commission agrees with the finding in Order LD25-272 that the Tenant has "significantly interfered with or unreasonably disturbed" the Landlord in his communications and interactions. Accordingly, the tenancy agreement is terminated, effective Friday, September 26, 2025.

**Issue 2: Does the evidence support ordering repairs to the Rental Unit?**

39. With respect to the issue of the ordering of repairs, the Commission finds that the Tenant's conduct toward the Landlord, Mr. Perry and Mr. Laybolt identifies a pattern of behaviour which would make the possibility of repairs in his presence impractical if not impossible.

40. In order for repairs to be made, a tenant must cooperate with the landlord and must also cooperate with tradespeople, contractors or handypersons as the case may be. In the present matter, the Tenant has demonstrated a pattern of harassment rather than cooperation. Accordingly, any needed repairs will need to wait until the Tenant no longer occupies the Rental Unit.

41. Further, the ordering of repairs normally requires an inspection of the unit by an independent person qualified to assess the condition of residential properties. Frequently such inspection is done through Environmental Health. While the Tenant has mentioned in some of his text messages about getting Environmental Health involved there is no evidence before the Commission that Environmental Health has inspected the Rental Unit and issued a report requiring repairs.

42. Accordingly, the Commission finds that an order for repairs is not required at this time.

**Issue 3: Does the evidence support awarding compensation to the Tenant?**

43. The Tenant on appeal identified his request for compensation as a return of rent of half of what he has paid in rent since he moved in to the Rental Unit.

44. In order to support such a request, the Commission would either need persuasive evidence that he did not receive the benefit of what the tenancy agreement provided or evidence of loss due to the condition of the Rental Unit.

45. The Tenant has complained of a lack of a wheelchair ramp for his mobility scooter and lack of storage space for such scooter. The tenancy agreement did not offer wheelchair access or mobility scooter storage.

46. With respect to inconvenience and hardship due to the condition of the Rental Unit, an award for compensation may be possible where a tenant has requested repairs and a landlord has steadfastly failed to make such repairs. However, here the Tenant has requested repairs using threatening and abusive language and this behaviour has discouraged a repair person from performing work on the Rental Unit.

47. Accordingly, based on the current information before the Commission, no award of compensation shall be made to the Tenant.

**Other matter**

48. During the course of the hearing, mention was made of the security deposit. The Commission reminds the parties that the matter of the security deposit can only be determined following the end of the tenancy. The parties are reminded to review section 40 of the *Act* as it sets out the rights and obligations with respect to claims and returns with respect to security deposits.

**G. CONCLUSION**

49. The appeal of Orders LD25-272 and LD25-273 are denied. The tenancy is terminated at 5:00 pm on Friday, September 26, 2025. There is no order for repairs. There is no order for compensation to the Tenant.

**IT IS ORDERED THAT**

- 1. The appeal of Orders LD25-272 and LD25-273 are denied and therefore these Orders remain in effect, subject to a revised tenancy termination date.**
- 2. The tenancy will be terminated effective 5:00 pm, Friday, September 26, 2025, at which date and time the Tenant and all occupants shall vacate the Rental Unit.**
- 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, 12<sup>th</sup> day of September, 2025.

**BY THE COMMISSION:**

[sgd. Kerri Carpenter]

Kerri Carpenter, Vice-Chair

[sgd. Gordon MacFarlane]

Gordon MacFarlane, Commissioner

### **NOTICE**

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.