



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: December 19, 2025

Dockets: LR25054

Type: Rental Appeal

INDEXED AS: Tracy Beauvais v. Charlottetown Area Housing Authority

2025 PEIRAC 68 (CanLII)

Order No: LR25-60

BETWEEN:

Tracy Beauvais (the “Tenant”)

Appellant

AND:

Charlottetown Area Housing Authority (the “Landlord”)

Respondent

ORDER

Panel Members:

Kerri Carpenter, Vice Chair
Murray MacPherson, 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 October 15, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy agreement between the parties will terminate effective 5:00 pm on September 30, 2025.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 2, 411 Queen Street, Charlottetown, PEI (the “Rental Unit”). The Rental Unit is a two-bedroom, one-bathroom apartment in an 8-unit building (“Residential Property”).
3. On August 1, 2020, the parties entered into a written, monthly tenancy agreement for the Rental Unit. Rent in the amount of \$455.00 is due on the first day of the month. No security deposit was required.
4. On August 19, 2025, the Landlord’s witness Tyler Campbell (“Campbell”) served the Tenant a *Form 4(A) Eviction Notice* effective September 30, 2025 (“Notice”) for allowing others into the Residential Property and the Rental Unit who have disturbed others and engaged in illegal activities.
5. On August 26, 2025, the Tenant’s representative Francis Bambrick (“Bambrick”) filed a *Form 2(A) Tenant Application to Determine Dispute* (“Application”) with the Rental Office disputing the Notice.
6. On August 29, 2025, the Rental Office provided the parties notice of a teleconference hearing scheduled for September 16, 2025, along with a copy of the Application.
7. On September 10, 2025, the Rental Office emailed the parties a TitanFile link to a 26-page and 23-video-recording evidence package.
8. On September 16, 2025, the Tenant, Bambrick, the Landlord’s representative (“Representative”) and Campbell participated in the Rental Office hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.
9. On September 23, 2025, the Rental Office issued Order LD25-352, which ordered that the tenancy agreement between the parties would terminate effective 5:00 pm on September 30, 2025.
10. The Tenant appealed Order LD25-352 on September 29, 2025.
11. The Commission heard the appeal on October 15, 2025, by way of telephone conference. The Tenant, Tracy Beauvais, attended the telephone hearing with the assistance of Francis Bambrick, and Erin Donnelly (“Donnelly”), the Landlord’s project manager, attended the telephone hearing on behalf of the Landlord, Charlottetown Area Housing Authority, and testified. Tyler Campbell also attended the hearing.

12. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

C. DISPOSITION

13. The appeal is allowed and Order LD25-352 is reversed. The tenancy shall continue.

D. ISSUE

14. Does the evidence support a termination of the tenancy pursuant to clauses 61(1)(d) and (e) of the Act due to the Tenant interfering with or disturbing other occupants of Residential Property, jeopardizing the health or safety of other occupants, or permitting someone onto the Residential Property who causes damage to the Landlord’s property, adversely effects the quiet enjoyment, security, safety or physical well being of other occupants of the Residential Property.

E. SUMMARY OF EVIDENCE

15. The information submitted by the Landlord included video evidence and oral evidence which the Landlord believes supports the position that someone permitted into the Premises by the Tenant sprayed a fire extinguisher at the Premises. The Landlord also submitted that illegal drug activity is taking place at the Premises, as a result of the Tenant permitting individuals who are participating in such activities onto the Premises.

16. The Tenant through her representative Bambrick, who is the son of the Tenant, took issue with the allegations of the Landlord. Specifically, the Tenant’s position was that she did not unreasonably disturb or endanger anyone in the Premises, nor did she permit anyone who caused a disturbance or endangered others onto the Premises. Bambrick testified that there are no locks on the exterior doors of the building containing the Rental Unit. Bambrick submitted that section 27 of the *Act* requires locks on exterior doors. He submitted that the August 19, 2025 fire extinguisher incident was caused by a person who entered due to the lack of exterior locks. He stated that accusations of the Tenant letting people in have no substance when the exterior doors are unlocked. He also noted that he lives in the Rental Unit with his disabled mother and his name should be on the lease as he was named on the first lease they signed years ago. With respect to the Landlord’s video evidence, he stated that his mother is not shown in any of the videos and he is only shown once going to the front door. He stated that he and the Tenant do not know who the people who are allegedly selling drugs are and that the people who help them get groceries etc. are not the same people that the landlord alleges are selling drugs on the residential property.

17. The Tenant testified that she is a “shut in” with a disability and she relies on other people to help her. She is not aware of what goes on outside her apartment door.

18. Donnelly testified that the building contains 8 apartment units and was built in 1987. Donnelly stated that the building was not built to the current building code. The Landlord had previously proposed locked exterior doors with doorbell but the majority of tenants did not want that method of security.

19. Donnelly described the August 19, 2025 fire extinguisher incident, although she was not present at the building at the time of the incident. After the incident, Donnelly came to the building and was on “fire watch” all night. Donnelly submitted that the videos reveal drug deals going on in the entrance area. Donnelly submits that the tenants in the building are terrified. She also stated that illegal drug activity is occurring in the hallways. She stated that the people shown in the video conducting what is allegedly drug deals, come and go from the Tenant’s unit.
20. Donnelly stated that she did not think locking the exterior doors would make a big difference as someone could prop open the doors to let people in. She stated that tenants expressed worries that locked exterior doors would prevent parcel delivery.
21. Donnelly explained that the Tenant is listed as the primary tenant while Bambrick, as her son, is listed as a dependent.

F. ANALYSIS

22. The Landlord seek to evict the Tenant based on clauses 61(1)(d) and (e) of the Act. These clauses read:

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,

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii) put the landlord’s property at significant risk;

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i) has caused or is likely to cause damage to the landlord’s property,

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant;

Emphasis added.

23. The position of the Landlord appears to be that the Tenant is permitting people on the residential property and that these people are then engaging in various acts that disturb others, jeopardize health safety and rights of others, put property at risk and engage in illegal activity.

24. Residential property is defined in clause 1(p) of the Act:

(p) “residential property” means

(i) a building, a part of a building or a related group of buildings in which one or more rental units are located,

(ii) the parcel or parcels of land on which the building, related group of buildings or common areas are located,

(iii) the rental unit and common areas,

(iv) any other structure located on the parcel or parcels including, but not limited to, a mobile home, or

(v) a mobile home park;

Emphasis added.

25. The Commission has viewed the many hours of video footage provided by the Landlord. This video footage does indeed show activities which are suspicious and may very well be illegal drug sales and purchases. These activities are occurring in the entranceway and the hallway, both of which are integral parts of the Residential Property.

26. However, these videos do not show the Tenant or her son permitting the people the people who are committing these activities to gain entrance to the residential property. The evidence before the Commission is that the outside doors of the residential property are unlocked. The only security for each tenant is that their apartment door leading to the hallway has a lock. Members of the public thus have access to not only the entry area of the building but also to the hallways of the building. The Landlord has not submitted evidence of the Tenant or Bambrick permitting the individuals shown in the video evidence into the Residential Property.

27. Further, the Commission notes that it appears Section 27 of the Act is not being met by the Landlord. Section 27 states as follows:

27. Security devices

A landlord shall ensure that devices necessary to make the residential property reasonably secure from unauthorized entry are installed in the rental unit, including on any door giving access to the exterior of the residential property. 2022,c.88,s.27.

28. The Commission finds that in these circumstances, the Landlord effectively permitted the general public access to the entry way and hallways of the 8-unit apartment building by failing to make the residential premises reasonably secure. In the absence of verifiable

evidence that the Tenant permitted people into the premises who engaged in illegal activity or endangered residents, the Commission cannot put responsibility for the concerning events on the Tenant.

29. Given the Landlord's failure to have the entries to the Rental Property secured with a lock system and the lack of evidence that the Tenant or her son Bambrick facilitated the entry or otherwise permitted certain persons on the residential property, the Commission finds that there is insufficient evidence, on a balance of probabilities, to evict the Tenant on the basis of clauses 61(1)(d) and (e) of the *Act*. Accordingly, the Commission reverses the outcome of Order LD25-352 and the tenancy shall continue.

G. CONCLUSION

30. The Commission finds that the application of clauses 61(1)(d) and (e) of the *Act* is unwarranted given the specific facts of this appeal and therefore Order LD25-352 is reversed. The tenancy shall continue.

IT IS ORDERED THAT

1. The appeal is allowed.
2. Order LD25-352 is hereby reversed.
3. The tenancy between the parties shall continue.

DATED at Charlottetown, Prince Edward Island, 19th day of December, 2025.

BY THE COMMISSION:

[Sgd. Kerri Carpenter]

Kerri Carpenter, Vice Chair

[Sgd. Murray MacPherson]

Murray MacPherson, 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.