



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: May 1, 2026
Dockets: LR26012
Type: Rental Appeal

INDEXED AS: Margaret Clow v. Montague Housing Authority
2026 PEIRAC 21 (CanLII)
Order No: LR26-16

BETWEEN:

Margaret Clow (the "Tenant")

Appellant

AND:

Montague Housing Authority (the "Landlord")

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C., 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 April 15, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy agreement be terminated.

B. BACKGROUND

2. This appeal concerns a rental unit located at 14 Parkman Avenue, Montague, PEI (the “Rental Unit”).
3. On September 21, 2010 the parties entered into a written, monthly tenancy agreement for the Rental Unit. At the beginning of the tenancy, rent in the amount of \$260.00 was due on the first day of the month. No security deposit was required. No evidence on the current rent was presented.
4. The parties were part of a prior Rental Office eviction dispute.
5. On October 17, 2012 the Rental Office issued Order LD12-283, which is included in the evidence.
6. On January 21, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective February 28, 2026 (the “Notice”) for disturbing others, causing damages and failing to comply with a material term of the tenancy agreement. The particulars of termination stated:

“Tenant is non-compliant with cleaning requirements issued to her in writing by the Department of Health. Tenant also not compliant with pet policy despite written warning and interventions by Humane Society. Unit is unsafe and damaged by tenant’s clutter, animal hoarding, and uncleanliness.”

7. On Saturday, January 31, 2026 the Tenant emailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) disputing the Notice. The Application also requested a determination that the Landlord contravened the Tenant’s rights under the *Act*. The Application states the Landlord’s representatives entered the Rental Unit without sufficient notice.
8. The Application was considered filed with the Rental Office on Monday, February 2, 2026.
9. On February 20, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 12, 2026. The evidence deadline was February 27, 2026. The Landlord’s representative requested an alternate method of hearing.
10. On March 2, 2026 the Rental Office emailed the parties a new notice of paper-based hearing with an updated evidence deadline of March 5, 2026 and a response deadline of March 16, 2026.
11. On March 2, 2026 and March 5, 2026, the Landlord’s representatives submitted two signed *Certificates Respecting Evidence*.

12. On March 10, 2026 the Tenant submitted a signed *Certificate Respecting Evidence*.
13. On March 10, 2026 the Rental Office emailed the parties a 54-page PDF evidence package.
14. On March 17, 2026 the Rental Office emailed the Landlord the Tenant's response evidence, which included one email and two photographs. The Landlord did not submit responses to the evidence.
15. On March 18, 2026, the Rental Office issued Order LD26-092 which ordered that the tenancy agreement between the parties will terminate effective 5:00 pm, April 30, 2026.
16. The Tenant appealed Order LD26-092 on March 25, 2026.
17. The Commission heard the appeal on April 15, 2026, by way of telephone conference.
18. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

19. The Appeal is denied and Order LD26-092 is upheld. The tenancy agreement between the parties shall terminate and all occupants must vacate the Rental Unit by 5:00 p.m., May 7, 2026.

D. ISSUES

20. The issue before the Commission is whether the tenancy agreement is properly terminated pursuant to the Notice of Eviction, and whether the Tenant and all occupants must vacate the Rental Unit.

E. SUMMARY OF EVIDENCE

Tenant's Evidence

21. The Tenant confirmed that she received the package of materials for the appeal electronically. While she was unable to print all of the pages, she stated that she reviewed most of the package provided and was prepared to proceed with the appeal hearing.
22. The Tenant disputes the accuracy of the Landlord's evidence, characterizing it as incomplete, misleading, and discriminatory.
23. The Tenant maintains that she has been treated unfairly by the Landlord.
24. The Tenant testified that she has resided in the Rental Unit for approximately 16 years with her daughter. She stated that there are currently two dogs in the Rental Unit, an

elderly dog and a younger dog that belongs to her daughter. The Tenant describes the dogs as beneficial to their mental health.

25. The Tenant advised that she has experienced significant health challenges in recent years.
26. With respect to the condition of the Rental Unit, the Tenant acknowledged that she has previously been asked to clean, declutter and de-house pets on the premises. She testified that she has since made substantial efforts to address these concerns and is now maintaining a clean and orderly basement.
27. The Tenant asserted that she previously received authorization from the Human Rights Commission, in or around 2013, permitting her to have pets in the Rental Unit.
28. The Tenant alleged that Landlord's representative attended at the Rental Unit in January 2026 without proper notice and behaved in an aggressive manner toward her.
29. The Tenant testified that there are currently two dogs in the Rental Unit and no cats. She stated that any cats previously in the Rental Unit had been de-housed and/or returned to her neighbour. She further indicated her intention to keep both dogs.
30. In response to concerns regarding cleanliness, the Tenant stated that she has addressed the condition of the basement as soon as she was physically able, given her health issues.
31. The Tenant expressed concern regarding the consequences of eviction, indicating that she has no alternative housing available.
32. Upon questioning by the Commission, the Tenant indicated she would attempt to get a copy of the Human Rights Commission's ruling wherein she submits she was given the right to have at least two pets and file it with the Commission by April 20, 2026 at 5 p.m.
33. Following the hearing, the Tenant submitted a 2013 letter from the Human Rights Commission, referencing permission related to keeping cats in the Rental Unit.

Landlord's Evidence

34. The Landlord relies on a Form 4(A) Eviction Notice dated January 21, 2026, citing concerns related to cleanliness, clutter, pet ownership beyond permitted limits, and resulting safety risks. The Landlord's evidence indicates that the condition of the Rental Unit has raised ongoing concerns, including strong ammonia odours, unsanitary and unsafe conditions.
35. The Landlord's representative submitted that, in October 2025, the Department of Health inspected the Rental Unit and issued written requirements directing the Tenant to restore the Rental Unit to a clean and sanitary condition.
36. The Landlord's representative testified that there have been repeated efforts by both current and former representatives to work with the Tenant to address cleanliness issues and bring the Rental Unit into compliance with the tenancy agreement.

37. The Landlord provided evidence of a history of non-compliance with the pet policy. In September 2025, representatives of the Landlord, together with animal control officers, attended the Rental Unit and removed approximately 30 cats.
38. Following that intervention, the Tenant was advised that she would be limited to one elderly dog and no additional pets would be allowed. Despite this, the Landlord's representative states that a puppy was observed in the Rental Unit shortly thereafter, and the Tenant was issued a warning letter.
39. On January 5, 2026, the Landlord's representative attended the Rental Unit with a maintenance technician and observed multiple pets, including the two dogs previously mentioned and several cats.
40. The Landlord's representative further testified that access to the basement was obstructed by clutter, requiring items to be moved in order to complete maintenance work.
41. The Landlord's representative maintains that the condition of the Rental Unit, including clutter and the presence of several pets also creates safety concerns, particularly in relation to fire hazards and access to essential systems.
42. The Landlord's representative also raised concerns regarding the impact of the Rental Unit's condition on neighbouring occupants, including strong odours affecting their reasonable enjoyment of the property.
43. In response to the Tenant's allegation of improper entry, the Landlord's representative testified that her attendance at the Rental Unit in January 2026 was for the purpose of addressing a maintenance issue and not for inspection. She denied entering the Rental Unit without lawful reason or acting in an aggressive manner toward the Tenant.
44. The Landlord's representative takes the position that the Tenant has persistently failed to comply with the pet policy and cleanliness requirements, despite warnings and opportunities to remedy the situation.
45. The Landlord's representative indicated she received a call as recently as the day of the appeal hearing from PEI Humane Society indicating they had attended at the Rental Unit and observed 1-2 cats in the window of the Rental Unit. Photographs were provided.
46. The Landlord's representative continues to question how many pets are housed in the Rental Unit at any one time, given the history of inspections and findings thereof.
47. The Landlord's representative submits that despite concerted efforts by the Landlord to assist the Tenant in complying with the rental agreement, the tenancy is unmanageable and must end.
48. The Landlord seeks to terminate the tenancy in order to regain possession of the Rental Unit and restore it to a safe and sanitary condition.

F. ANALYSIS

49. 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.
50. Therefore, the burden rests on the Landlord to establish, on a balance of probabilities, that one or more of the grounds for termination under section 61(1) of the *Act* have been met. This requires demonstrating that it is more likely than not that the alleged conduct occurred and that it meets the statutory threshold for eviction.
51. In this case, the Landlord relies on sections 61(1)(d), (f) and (h) of the *Act*. These provisions permit termination where a tenant has: (i) significantly interfered with others or jeopardized health or safety; (ii) caused unreasonable damage; or (iii) failed to comply with a material term of the tenancy agreement and not remedied the breach within a reasonable time after notice.
52. The central issues in dispute relate to: (a) the number and management of pets in the Rental Unit; (b) the cleanliness and sanitary condition of the premises; and (c) the resulting impact on health, safety and the property itself.
53. With respect to pets, the evidence establishes the Tenant's longstanding pattern of non-compliance with the Landlord's pet policy. While the Tenant asserts that she has authorization arising from a 2013 Human Rights matter, the documentary evidence provided—a letter from the Executive Director of the Human Rights Commission permitting cats—does not support a broad or ongoing entitlement to maintain multiple animals without limitation. Notably, the Tenant did not produce evidence demonstrating a current, binding accommodation permitting multiple dogs and/or any cats or exempting her from the Landlord's restrictions.
54. In contrast, the Landlord presented evidence that: (i) a two-pet maximum policy exists for the Rental Unit; (ii) the Tenant had previously been restricted to a single elderly dog following significant non-compliance; and (iii) subsequent inspections revealed the presence of additional animals, including multiple cats and a second dog. The removal of approximately 30 cats in September 2025, followed by the reintroduction of animals to the Rental Unit shortly thereafter, demonstrates a recurring pattern rather than an isolated breach. Reports as recent as the date of the appeal hearing further support the inference that unauthorized animals remained present.
55. On a balance of probabilities, the Commission finds that the Tenant has repeatedly failed to comply with a material term of the tenancy agreement regarding pet restrictions. Further, the evidence supports a finding that the Tenant did not remedy these breaches within a reasonable time despite warnings and interventions.
56. Regarding cleanliness, the Landlord's evidence—including inspection findings from the Department of Health and observations of strong ammonia odours—indicates that the condition of the Rental Unit falls below acceptable standards. The obstruction of access to essential services, including the basement, raises legitimate safety concerns, particularly in relation to fire prevention and maintenance.

57. The Tenant submits that she made efforts to clean and declutter the Rental Unit and attributes past conditions, in part, to her health challenges. The Commission accepts that the Tenant has faced personal difficulties and does not discount her efforts to improve conditions. However, the question for the Commission is whether the Rental Unit was brought into and maintained at a standard consistent with the tenancy agreement and applicable health and safety requirements and standards.
58. The evidence does not support such a finding. The persistence of odours continued presence of multiple animals, and ongoing concerns regarding clutter and access indicate that the underlying issues were not fully remedied. The obstruction of access to essential areas of the Rental Unit, including for maintenance purposes, raises legitimate safety concerns.
59. The Commission finds that the condition of the Rental Unit meets the threshold under s. 61(1)(d) of the *Act*. Unsanitary conditions, including strong ammonia odours associated with animal waste reasonably interfere with the quiet enjoyment of neighbouring tenants and pose a risk to health and safety.
60. The Commission does note that the accumulation of animals and clutter poses a risk of damage to the property but finds there is no evidence to establish “unreasonable damage” has been caused to date under s. 61(1)(f).
61. With respect to the Tenant’s allegation of improper entry, the burden rests on the Tenant to establish a breach of the *Act* in this regard. The evidence is limited and consists primarily of conflicting testimony. The Commission is unable to find, on a balance of probabilities, that an unlawful entry or other breach occurred.
62. The Commission has also considered the Tenant’s personal circumstances, including the length of the tenancy, health concerns, and the potential hardship associated with eviction. While these factors are significant, they do not outweigh the persistent and serious nature of the breaches established in the evidence. The *Act* requires a balancing of interests, including the Landlord’s right to maintain safe, habitable and sanitary premises and the rights of neighbouring tenants.
63. In light of all the evidence, the Commission is satisfied that the Landlord engaged in repeated efforts to secure compliance through warnings, interventions, and involvement of external agencies. Despite these efforts, the issues persisted over a prolonged period. The Commission finds that the Tenant has breached a material term of the tenancy agreement, failed to remedy that breach within a reasonable time, and, through ongoing conduct, jeopardized health and safety and the integrity of the property.
64. Accordingly, the Commission finds the Notice of Eviction is justified and valid and the tenancy agreement shall be terminated.
65. However, recognizing the Tenant’s circumstances, the Commission finds it appropriate to exercise its discretion to extend the vacate date beyond that originally ordered.

G. CONCLUSION

66. The Appeal is denied, the Notice of Eviction is confirmed, and the tenancy agreement is terminated.

IT IS ORDERED THAT

1. The tenancy between the parties shall terminate effective 5:00 p.m. on May 11, 2026.
2. The Tenant and all occupants shall vacate the Unit by May 11, 2026.
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, 1st day of May, 2026.

BY THE COMMISSION:

[sgd. Pamela J. Williams, K.C.]

Pamela J. Williams, K.C.

[sgd. Murray MacPherson]

Murray MacPherson

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.