



**Date Issued:** June 4, 2026  
**Dockets:** LR26027  
**Type:** Rental Appeal

INDEXED AS: Kristen MacWilliams v. Harcor Holdings Inc.  
2026 PEIRAC 31 (CanLII)  
Order No: LR26-23

**BETWEEN:**

Kristen MacWilliams (the "Tenant")

**Appellant**

**AND:**

Harcor Holdings Inc. (the "Landlord")

**Respondent**

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## ORDER

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Panel Members:

Pamela J. Williams, K.C., Chair  
Gordon MacFarlane, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

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Commission Clerk

Island Regulatory and Appeals Commission

## A. INTRODUCTION

1. This appeal was heard by the Commission on May 27, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy between the parties will terminate effective 5:00 pm on May 15, 2026.

## B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 20, 25334 Route 2, New Annan, PEI (the “Rental Unit”).
3. The Rental Unit is a two-bedroom, one-bathroom apartment located in a 17-unit building (the “Building”).
4. In August 2019 the parties entered into an oral monthly tenancy agreement. Rent in the amount of \$895.00 is payable on the first day of the month. No security deposit was required.
5. On April 9, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of May 31, 2026 for behaviour disturbing others (the “Notice”). The particulars of termination state:

*“I have had calls from 3 different tenants who have been threatened by [the Tenant] to cause them physical harm. One has filed paperwork with IRAC already about excessive noise and another has a no contact order on her.”*

6. On April 9, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) seeking earlier termination of the tenancy. The Landlord served the Landlord Application to the Tenant by hand-delivery.
7. On Monday, April 20, 2026, the Tenant e-mailed the Rental Office and the Landlord a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) disputing the Notice.
8. On April 23, 2026, the Rental Office e-mailed the parties notice of a teleconference hearing scheduled for May 7, 2026.
9. On May 7, 2026, the Landlord’s representative (the “Representative”), two witnesses for the Landlord (“RM” and “MB”), and the Tenant participated in the tele-hearing with the Rental Office.
10. On May 8, 2026, the Rental office issued Order LD26-147, which ordered that the tenancy between the parties will terminate effective 5:00 pm on May 15, 2026.
11. The Tenant appealed Order LD26-147 on May 15, 2026.
12. The Commission heard the appeal on May 27, 2026, by way of telephone conference. The Tenant was self represented with the assistance of Patricia Hunter from the John Howard Society. The Landlord was represented by Gordie Rodgerson.

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

## **C. DISPOSITION**

14. The appeal is dismissed and the Order of the Rental Tenancy Office LD26-147 is upheld. The Tenants and all occupants must vacate the Rental Unit by the timelines set out below.

## **D. ISSUES**

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

## **E. SUMMARY OF EVIDENCE**

### Tenant’s Evidence

16. The Tenant submits that she has resided in the Rental Unit for approximately seven years without incident and that the difficulties giving rise to these proceedings arose primarily within the past year. She attributes these issues to a period of significant mental health challenges, during which she experienced a mental health crisis and was hospitalized for a period of time.
17. The Tenant further submits that the breakdown of a personal relationship with another tenant in the Building contributed negatively to the circumstances that followed.
18. Furthermore, the Tenant contends that the Landlord’s witnesses before the Rental Office took matters out of context and overstated the facts.
19. The Tenant disputes the validity of the complaints received by the Landlord and maintains that the Building is generally noisy in nature.
20. The Tenant contends that the Landlord has failed to address her maintenance concerns within the Rental Unit, has disregarded her requests for repairs, and is attempting to push her aside and evict her rather than undertake the necessary work and then rent toe Rental Unit for more money.

### Landlord’s Evidence

21. The Landlord in general relies upon the evidence previously presented before the Rental Office and advised that he did not wish to inconvenience his witnesses by requiring them to participate in the appeal hearing.
22. The Landlord additionally submits that certain communications from the Tenant, which form part of his concerns, date back to 2023 and are therefore not limited to events occurring within the past year during the Tenant’s mental health issues.

23. The Landlord asserts that the disturbances attributed to the Tenant have resulted in the loss of at least one tenant.
24. The Landlord submits that the nature and extent of the disturbances, along with the extreme content of text and voicemail messages directed to him personally, left him with no reasonable alternative but to terminate the tenancy.
25. The Landlord further submits that he wishes to regain possession of the Rental Unit as soon as possible so that he may re-rent it.

## **F. ANALYSIS**

26. The Commission has consistently held that the termination of a residential tenancy is a serious remedy that may have significant consequences for a tenant. Accordingly, a landlord seeking to terminate a tenancy must establish, through clear, cogent, and persuasive evidence, that the statutory grounds for termination have been met.
27. In the present matter, the Landlord seeks termination of the tenancy on the basis that the Tenant's conduct significantly interfered with or unreasonably disturbed other occupants of the residential property and adversely affected his lawful interests as a landlord.
28. Subsection 61(8) of the *Act* provides that a tenancy may be terminated where the evidence establishes that:
  - (a) *The tenant or person permitted on the residential property by the tenant has*
    - (i) *Significantly interfered with or unreasonably disturbed another occupant of the landlord of the residential property,*
    - (ii) *Seriously jeopardized the health or safety or a lawful right or interest of the landlord or occupant,...*
29. The Commission has reviewed the evidence presented at the appeal hearing together with the evidence that was before the Rental Office. Having done so, the Commission is satisfied that the Landlord has established, on a balance of probabilities, that the Tenant engaged in conduct that unreasonably disturbed other occupants of the Building and significantly interfered with their quiet enjoyment of the premises.
30. The evidence demonstrated that concerns regarding the Tenant's conduct were not isolated to a single disagreement or personality conflict. Rather, complaints were received from several tenants regarding threatening, disruptive, and intimidating behaviour. The Notice itself referenced complaints from three separate tenants, including allegations of threats of physical harm, excessive noise, and the existence of a no-contact order involving one occupant.
31. The Commission finds that the evidence supports the conclusion that the issues experienced within the Building were neither trivial nor isolated in nature.
32. The Commission also places considerable weight on the communications sent by the Tenant to the Landlord. Having reviewed the text messages and voicemail evidence that formed part of the record before the Rental Office, the Commission agrees with the characterization adopted by the Rental Office, which described them as vulgar,

disrespectful, and inappropriate. The tone and content of those communications demonstrate a pattern of conduct that was confrontational, erratic, and disruptive. Such conduct interfered not only with the Landlord's ability to manage the property but also with the Landlord's lawful interests under the *Act*.

33. The Tenant submits that many of the events giving rise to these proceedings occurred during a period in which she was experiencing significant mental health challenges and that she was hospitalized for a period of time. The Commission accepts this evidence and recognizes that the Tenant has undergone difficult personal circumstances. The Commission also accepts that the breakdown of a personal relationship within the Building may have contributed to tensions between the parties involved.
34. However, while these circumstances may provide context for the Tenant's behaviour, they do not alter the Commission's obligation to determine whether grounds for termination have been established. The issue before the Commission is whether her conduct, viewed objectively, significantly interfered with or unreasonably disturbed other occupants or the Landlord.
35. The Commission is satisfied that it did. The evidence demonstrates a pattern of behaviour that had a negative impact on at least some of the residents within the Building. The Landlord testified that at least one tenant vacated the Building due to the disturbances associated with the Tenant's conduct. While not conclusive, this is indicative of the seriousness of the ongoing issues and supports the conclusion that the disturbances were substantial.
36. The Commission is mindful that the *Act* protects not only the interests of an individual tenant but also the right of other occupants to reside in their places of residence without unreasonable disturbance. Landlords likewise have a responsibility to ensure that all tenants are able to enjoy the premises in a safe and reasonably peaceful manner.
37. Having regard to the totality of the evidence, the Commission finds that the Landlord has established the grounds for termination set out in subsection 61(8) of the *Act*. The Commission therefore agrees with the conclusions reached by the Rental Office and finds that the issuance of the Notice was justified in the circumstances.
38. As to the Tenant's concern about the Landlord's using this eviction process to increase the rent for a new tenant, the Commission notes that this, on its face, would not be permitted under the *Act*. In order to increase the allowable rent of the Rental Unit, the Landlord would be required to apply for a greater than allowable rent increase.

## **G. CONCLUSION**

39. The Appeal is dismissed and Order LD26-147 is upheld. the Tenant and all occupants of the Unit must vacate the Rental Unit by the timeline below.

**IT IS ORDERED THAT**

1. The tenancy between the parties will terminate effective 5:00 p.m. on June 11, 2026.
2. The Tenant and all occupants must vacate the Unit by this same time and date.
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, 4<sup>th</sup> day of June, 2026.

**BY THE COMMISSION:**

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

[sgd. Gordon MacFarlane]  
Gordon MacFarlane

**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.