



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

**Date Issued:** September 28, 2026

**Dockets:** LR26048

**Type:** Rental Appeal

INDEXED AS: Cameron Apartments Inc. v. June Gallant and Kirk Gallant

2026 PEIRAC 61 (CanLII)

Order No: LR26-49

**BETWEEN:**

Cameron Apartments Inc. (the “Landlord”)

**Appellants**

**AND:**

June Gallant and Kirk Gallant (the “Tenants”)

**Respondent**

---

## ORDER

---

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 18, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy will continue and that the Tenants can move back into the Rental Unit when it is habitable.

## B. BACKGROUND

2. This appeal concerns a rental unit located at 268 Boswell Crescent, Summerside, PEI (the “Rental Unit”).
3. The Rental Unit is a three-bedroom, one-bathroom rental unit that is approximately 1,200 square feet in size. The Rental Unit is located in a duplex building (the “Residential Property”).
4. June Gallant and the former owner of the Residential Property (the “Former Landlord”) entered into a written, monthly tenancy agreement that started on April 1, 2022. A security deposit in the amount of \$730.00 was paid on March 4, 2022. Kirk Gallant was not a signatory on the tenancy agreement with the Former Landlord.
5. On April 1, 2026 the Landlord purchased the Residential Property and the tenancy continued.
6. The Landlord and both of the Tenants entered into a written, monthly tenancy agreement that started on April 1, 2026 (the “Tenancy Agreement”). Rent in the amount of \$903.00 is due on the first day of the month. The Tenancy Agreement states that the security deposit amounts to \$791.17.
7. On June 13, 2026 there was a fire at the Rental Unit.
8. On June 15, 2026 the Landlord served the Tenants with a first *Form 4(A) Eviction Notice* with a vacate date of July 15, 2026 for behaviour disturbing others and damaging the Rental Unit (the “First Notice”).
9. The correct vacate date was July 31, 2026 to comply with the minimum timeline under subsection 61(3) of the *Act*. The vacate date is automatically corrected under section 54. The particulars of the First Notice stated:  
  
“Grease fire negligence caused significant damages to the property.”
10. On June 15, 2026 the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with a vacate date of July 15, 2026 for behaviour disturbing others and breach of a material term of the Tenancy Agreement (the “Second Notice”).
11. The correct vacate date was July 31, 2026 to comply with the minimum timeline under subsection 61(3) of the *Act*. The vacate date is automatically corrected under section 54. The particulars of the Second Notice stated:

*“Under the residential tenancy act section 106. (2) Harassment.”*

12. The First Notice and the Second Notice are together referred to as the “Notices” in this decision.
13. On June 18, 2026 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notices (the “Application”).
14. On July 10, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for July 23, 2026.
15. On July 16, 2026 the Rental Office issued to the parties a 91-page PDF and 2-Tenants’-video evidence package.
16. On July 23, 2026 the Tenants and the Landlord’s representative (the “Representative”) participated in the hearing before the Rental Office. The parties confirmed that they received the evidence package and nothing was missing that was previously submitted to the Rental Office.
17. On July 24, 2026, the Rental Office issued Order LD26-255 which ordered that the tenancy would continue and that the Tenants can move back into the Rental Unit when it is habitable.
18. The Landlord appealed Order LD26-255 on July 29, 2026.
19. The Commission heard the appeal on August 18, 2026, by way of telephone conference. The Appellant, Cameron Apartments Inc., was represented at the telephone conference hearing by Jordan Cameron with Dakota Cameron attending as a witness. The Respondents, June Gallant and Kirk Gallant, were self represented with Katelyn Philips attending as a witness.
20. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

## **C. DISPOSITION**

21. The Landlord’s appeal is allowed. The Commission finds that the Landlord’s First Eviction Notice was valid and, therefore, the tenancy terminated effective July 31, 2026.

## **D. ISSUES**

22. Has the Landlord established sufficient grounds to terminate the tenancy between the parties?

## **E. SUMMARY OF EVIDENCE**

### **Landlord’s Evidence & Submissions**

23. The Landlord seeks to end the tenancy under subsections 61(1)(d), (f) and (h) of the *Act*.

24. In the first Notice, the Landlord seeks to end the tenancy based upon a fire in the Rental Unit on June 13, 2026.
25. The Landlord submits that the Tenant was cooking with a significant amount of grease which resulted in a serious and preventable fire hazard. Failure to properly monitor these hazards resulted in significant damage to the Rental Unit.
26. The Landlord further submits that additional damage was caused when the Tenant removed the pan containing the burning grease from the stove, resulting in additional fires. The Landlord also submits that the Tenant poured water onto the grease fire, causing additional damage.
27. The Landlord argues that whether the Tenant was negligent or not, the circumstances still placed the Rental Unit at significant risk of damage.
28. The Landlord also submits that the fire and resulting damage placed the Rental Unit, as well as the safety and security of other tenants and neighbours, at significant risk. The Landlord asks that the Notices be upheld and the tenancy terminated.
29. The Landlord testified that he and his company want to encourage safe home-ownership practices within their rental properties.
30. Regarding the Landlord's Second Notice concerning harassment, the Landlord submits that, after being served with the Notices on June 15, 2026, the Tenant began making threats toward the Landlord's employees, family, and company.
31. The Landlord provided text messages from the Tenant to an employee of the Landlord, along with other social media messages directed to other employees of the Landlord, which the Landlord submits were threatening, vulgar, and disrespectful verbal assaults.
32. The Landlord's witness, Dakota Cameron, gave testimony concerning his personal experience in receiving threatening messages from the Tenant. He testified that he felt threatened and nervous.
33. The Landlord submits that his team wants peace of mind and disrespectful actions of this kind will not be tolerated.
34. The Landlord confirmed that the Rental Unit has not yet been repaired and that it will be a significant amount of time before the repairs are completed, given the type of repairs required, including asbestos remediation.

#### **Tenant's Evidence & Submissions**

35. The Tenant submits that this was a sudden and accidental kitchen fire and that he was not reckless or negligent with regard to the fire.
36. The Tenant submits that he did his best and went to great lengths to extinguish the fire, at significant risk to his own personal safety.

37. The Tenant submits that he suffered severe burns due to his attempts to extinguish the fire and prevent the entire Residential Property from being destroyed.
38. The Tenant submits that his insurance company has tried to contact the Landlord's insurance company but has received no response.
39. The Tenant argues that there was no fire extinguisher or smoke detector in the Rental Unit.
40. The Tenant characterizes the eviction as retaliatory and targeted against him. He questions why the Landlord did not inquire about his injuries or offer support and submits that it was unfair for the Landlord to serve an eviction notice within 2 days of the fire, leaving he and the occupants without housing.
41. The Tenant seeks to uphold the Rental Office's Order, compensation and a rent abatement, and an order for immediate repairs to the Rental Unit.
42. The Tenant's witness, Katelyn Philips, testified that she spent approximately five weeks in hospital as a result of the trauma she experienced from the fire.
43. Ms. Philips submits that she and the Tenant did their best to fight the fire, including pouring approximately 15 buckets of water on the fire to try to extinguish it, but eventually had to call Fire Services.
44. Ms. Philips submits that the Tenant's actions saved the entire building from being destroyed by the fire.
45. With respect to the alleged harassment, the Tenant submits that his communications were made in response to receiving an eviction notice that he considered unjustified.

## **F. ANALYSIS**

46. The Landlord seeks to terminate the tenancy pursuant to subsections 61(1)(d), (f), and (h) of the Act. Subsection 61(1)(d) permits a landlord to terminate a tenancy where the tenant, or a person permitted on the residential property by the tenant, has, among other things in (ii) "seriously jeopardized the health or safety or a lawful right or interest" of the landlord or another occupant, or in (iii) "put the landlord's property at significant risk." Subsection 61(1)(f) permits termination where the tenant or a person permitted on the residential property by the tenant "has caused unreasonable damage to a rental unit or the residential property."
47. Termination of a tenancy is serious. The burden rests on the Landlord to establish, on a balance of probabilities, that the conduct of the Tenant meets the statutory grounds for termination. The Commission must therefore determine whether the evidence establishes conduct of the nature contemplated by the Act and whether termination is justified in the circumstances.

48. The Commission has considered the evidence and submissions of both parties, including the documentary evidence, photographs, video evidence, text messages and the testimony given at the hearing.
49. The Tenant's evidence is that the fire was accidental and that he did not intend to cause damage. The Commission accepts that the Tenant did not deliberately set the fire and that he and Ms. Philips made efforts to extinguish it. The Commission also accepts that the Tenant and Ms. Philips suffered personal injuries in attempting to deal with the fire. These circumstances are relevant to the Commission's assessment of the evidence, but they do not, in themselves, prevent a finding that the statutory grounds for termination have been established.
50. The Commission also notes that subsections 61(1)(d) and (f) do not require proof that the Tenant intended the resulting damage or risk. The issue is not whether the Tenant intended to cause a fire or cause damage the Rental Unit. The Commission must determine whether the Tenant's conduct, viewed in the circumstances of this case, meets the statutory thresholds for significant risk, or unreasonable damage.
51. The evidence establishes that the fire originated from the Tenant cooking with a significant quantity of grease on the stovetop. The evidence further establishes that the Tenant removed the pan from the stove, resulting in burning grease to spill and causing additional fire and damage. Water was also applied to the grease fire, which caused further damage. The Commission recognizes that the Tenant was attempting to extinguish the fire; however, the evidence establishes that these actions caused the fire to escalate and contributed to the resulting damage. In the circumstances, the Commission finds that the manner in which the fire was addressed created a significant risk to the Rental Unit and Residential Property.
52. The consequences were severe. The evidence establishes that the Tenant's conduct resulted in a serious fire creating a substantial risk to the Rental Unit, the Residential Property and the safety of persons occupying or residing in the building, including himself.
53. The fire rendered the Rental Unit uninhabitable, and resulted in the need for substantial repairs, including asbestos-related remediation. The Landlord testified that the Rental Unit remains uninhabitable and that it may be a significant period of time before repairs are complete.
54. The Commission therefore finds that the Landlord has established the ground in subsection 61(1)(d)(ii) of the *Act*, namely that the Tenant's conduct seriously jeopardized the health or safety of the Landlord or another occupant. The Commission also finds that the Tenant's conduct put the Landlord's property at significant risk within the meaning of subsection 61(1)(d)(iii) of the *Act*.
55. The Commission further finds that the resulting physical damage constitutes unreasonable damage to the Rental Unit within the meaning of subsection 61(1)(f) of the *Act*.
56. The Tenant argues that there was no fire extinguisher or smoke detector in the Rental Unit and suggests that responsibility for the fire should therefore rest with the Landlord. The Commission does not find it necessary to determine, for purposes of this appeal, whether any deficiency in fire-safety equipment existed. Even accepting that such equipment was

absent, that circumstance does not change the evidence concerning the circumstances in which the fire occurred and the Tenant's subsequent actions in attempting to extinguish it.

57. The timing of the First Notice does not establish that the Landlord was acting for an improper or retaliatory purpose as suggested by the Tenant. The particulars of the Notice identify the fire and resulting property damage, which are the same circumstances relied upon by the Landlord in this appeal. The Commission therefore finds that the evidence supports the stated basis for the First Notice. The fire occurred on June 13, 2026, the Notice was served on June 15, 2026, and the particulars expressly identified the grease fire and the significant property damage. The Commission therefore finds that the Notice was directly connected to the fire.
58. The Commission has also considered the Second Notice and the evidence concerning the communications sent by the Tenant after the Notices were served. Some of the communications directed toward the Landlord's employees were highly inappropriate and, in certain instances, threatening in tone. The Commission accepts Dakota Cameron's evidence that he felt threatened and nervous as a result. The Second Notice, however, is not necessary to the disposition of this appeal. The Landlord has established sufficient grounds for termination under subsections 61(1)(d) and (f) based on the fire and resulting damage alone. The Commission therefore makes no determination as to whether the conduct alleged in the Second Notice satisfied subsection 61(1)(h) of the *Act*.
59. The Commission accepts that the Tenant and Ms. Philips were confronted with an emergency situation and made substantial efforts to extinguish the fire. The Commission also accepts that those efforts exposed them to significant personal risk and resulted in serious injuries. Those circumstances do not, however, eliminate the significant risk created by the fire or the substantial damage that resulted, nor do they alter the Commission's findings concerning the statutory grounds for termination.
60. The seriousness of the fire, the extensive damage to the Rental Unit, the risk posed to the Residential Property and its occupants, and the fact that the Rental Unit remains uninhabitable all support the conclusion that tenancy be terminated.
61. The Commission therefore finds that the Landlord has established, on a balance of probabilities, the grounds set out in subsections 61(1)(d)(ii), 61(1)(d)(iii), and 61(1)(f) of the *Act*.

## **G. CONCLUSION**

62. The Commission finds that the Landlord has established sufficient grounds under the *Act* to terminate the tenancy between the parties.
63. The Landlord's appeal is allowed. Order LD26-255 is overturned.
64. The tenancy between the Landlord and Tenants is terminated effective 5:00 p.m. on July 31, 2026, being the effective date of the First Eviction Notice.

65. The Landlord has 15 days from the date of this Order to prepare and file the correct Form 2(B) Landlord Application to Determine Dispute with the Residential Tenancy Office to make a claim against the security deposit.

## **IT IS ORDERED THAT**

1. The tenancy between the parties is terminated effective 5:00 p.m. on July 31, 2026.

**DATED** at Charlottetown, Prince Edward Island, 28<sup>th</sup> day of September, 2026.

## **BY THE COMMISSION:**

[sgd. Kerri Carpenter]

Kerri Carpenter

[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.