PRINCE EDWARD ISLAND
Regulatory & Appeals Commission
Commission de réglementation et d'appels
ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: **November 2, 2026**
Dockets: **LR26063**
Type: **Rental Appeal**

INDEXED AS: Campbell v. PEI Housing Corporation
2026 PEIRAC 74 (CanLII)
Order No: LR26-60

BETWEEN:

Gordon Douglas Campbell (the "Tenant")

Appellant

AND:

PEI Housing Corporation (the "Landlord")

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C., Chair
Kerri Carpenter, Vice Chair

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 20, 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 October 13, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 206 – 7 Park Royal Court, Charlottetown, PEI (the "Rental Unit").

3. The Rental Unit is a one-bedroom, one-bathroom rental unit in a 40-unit building, owned by the Landlord (the "Residential Property").

4. On February 17, 2022 the parties signed a written, monthly tenancy agreement. Rent in the amount of $405.00 is due on the first day of the month. No security deposit was required.

5. On September 21, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of October 31, 2026 for behaviour disturbing and endangering others (the "Notice"). The particulars of termination state:

> "*Threatened to set building on fire with people in it, repeated noncompliance of pest control measures (cockroaches) + repeated harassment toward residents, contractors, and housing / maintenance staff. Verbal abuse, frequent violent, unpredictable behaviour. Police have responded numerously. Refusal to remove unauthorized structure in the parking lot.*"

6. On September 22, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice (the "Tenant Application"). The Tenant served the Landlord's representative with the Tenant Application.

7. On September 23, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking earlier termination of the tenancy on the grounds that the Tenant pushed another tenant and made threats to set the building on fire and harm other tenants (the "Landlord Application"). The Landlord's representative served the Tenant with the Landlord Application.

8. On September 24, 2026 the Rental Office provided the parties notice of a tele-hearing scheduled for October 1, 2026 due to the seriousness of the allegations against the Tenant.

9. On September 28, 2026 the parties served each other their evidence packages.

10. On October 1, 2026 the Tenant, four Landlord representatives, and seven witnesses for the Landlord participated in the hearing before the Rental Office. The parties confirmed that they received the evidence packages and that all evidence submitted to the Rental Office was included. The Tenant left the hearing before the Rental Officer questioned the witnesses.

11. On October 5, 2026, the Rental Office issued Order LD26-355 which ordered that the tenancy between the parties will terminate effective 5:00 pm on October 13, 2026.

12. The Tenant appealed Order LD26-355 on October 6, 2026.

13. The Commission heard the appeal on October 20, 2026, by way of telephone conference. The Tenant, Gordon Douglas Campbell, attended the telephone hearing on his own behalf. The Landlord was represented at the telephone hearing by Katie MacAulay. Michael Speelman and Chelsea Merry also attended the telephone hearing on behalf of the Landlord. Hardy Broome, Sheila Dawson, Ronnie LeClair, Ian McIntosh, Paul Morgan, and Dorothy Shaw, attended the telephone hearing as witnesses for the Landlord.

14. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

C. DISPOSITION

15. The Tenant's appeal is dismissed. Order LD26-355 is confirmed, subject only to varying the termination date to November 6, 2026 at 5:00 p.m.

D. ISSUES

16. Has the Landlord established sufficient grounds to terminate the tenancy in accordance with the Notice?

E. SUMMARY OF EVIDENCE

Tenant's Evidence & Submissions

17. The Tenant challenges the reliability and weight of the Landlord's evidence. In particular, the Tenant submits that his request for subpoenas for two residents of the Residential Property was not granted. The Tenant described the proposed witnesses as impartial witnesses to a September 18, 2026, incident arising from attempted service of documents and involving a bucket used for cigarette and ash disposal.

18. The Tenant also submits that not all persons whose evidence was relied upon attended the appeal hearing for questioning, and that hearsay and statements from absent authors should receive little weight.

19. The Tenant further submits that the Landlord's witnesses were biased, that post-Notice witness statements should receive little weight, and that the absence of police reports or other neutral evidence leaves the allegations that he disturbed or endangered other occupants unproven.

20. The Tenant acknowledged making comments about the building burning and telling two residents that, if the building were on fire, he would rescue others but not them. He denied intending to harm anyone.

21. Regarding a separate incident in which he was alleged to have pushed another resident, the Tenant testified that the resident grabbed him, that he removed her hands and that she fell backward. He denied pushing her.

22. The Tenant denied refusing pest control treatment outright. He said that he sought an apology, negotiation, inspection or safer treatment because of concerns including COPD and asthma. The Tenant further testified that he used glue and bait traps in the meantime but acknowledged that these measures were not fully sufficient and that professional treatment was necessary for pest control.

Landlord's Evidence & Submissions

23. The Landlord submits that it requested but was unable to obtain the police reports and that the other evidence available was sufficient to establish the grounds for termination of the tenancy between the parties. The Landlord further submits that there were safety concerns and as a response, placed 24-hour security at the Residential Property.

24. The Landlord relies on complaints since 2023 of threatening, aggressive, harassing or disruptive conduct toward residents, contractors and staff, including an alleged threat to burn the building. It submits that communication, verbal warnings and meetings did not resolve the Tenant's conduct.

25. The Landlord also relies on evidence that the Tenant allegedly physically pushed another resident at the Residential Property.

26. The Landlord submits that the Tenant did not comply with scheduled pest-control treatment. It relies on records showing that the Tenant received advance written notice of the September 15, 2026 treatment, but the Rental Unit was not properly prepared and could not be treated. The Landlord further submits that the Tenant subsequently engaged in a disruptive interaction with the pest-control technician and that an active cockroach issue remained as of October 14, 2026.

27. The Landlord submits that it is not in the business of evictions and tries to work with tenants and that the Tenant' behaviours still remain disruptive to the other tenants. The Landlord's efforts to educate and work with the Tenant are documented in the record.

28. The Landlord seeks to uphold the Rental Office's Order.

F. ANALYSIS

29. An appeal to the Commission under subsection 89(8) of the *Act* is by way of a rehearing. The Commission makes its own findings on the evidence before it and may make any decision or order the Director was authorized to make.

30. Given the significant impact that an eviction has on a tenant's housing security, termination of a tenancy agreement is a very serious matter. The Commission considers a high evidentiary bar in such matters, and the onus is on the Landlord to establish, on a balance of probabilities, that the facts justify a termination of the tenancy.

31. Under paragraph 61(1)(d) of the *Act*, a landlord may end a tenancy by giving a notice of termination where the tenant has "significantly interfered with or unreasonably disturbed another occupant or the landlord", "seriously jeopardized their health, safety or lawful right or interest" or "put the landlord's property at significant risk".

32. Subsection 61(7) of the *Act* authorizes the Landlord to request an earlier termination date and subsection 61(8) establishes the requirements for granting that request, which the Landlord must prove qualifying conduct and that it would be unreasonable or unfair to wait for the Notice to take effect.

33. The Tenant requested that the Commission issue subpoenas for two residents whom he described as impartial eyewitnesses to the September 18, 2026 incident. The two proposed witnesses did not participate in the appeal hearing. The Commission makes no definitive finding concerning the September 18 incident and does not rely on the incident as an independent ground for termination of the tenancy between the parties.

34. Several of the Landlord's witnesses attended the hearing, adopted their written statements and were available for questioning by the Tenant. Some statements contained both first-hand observations and information received from others. The Commission assessed each statement separately, giving greater weight to events the witness personally saw or heard and less weight to second-hand information and statements from individuals who did not attend the hearing.

35. The Commission also considered the Tenant's submission that the witnesses were biased because they had previously complained about him. A witness's involvement in the events or prior complaint did not, by itself, make the witness's evidence unreliable. The Commission assessed the evidence based on whether it was first-hand, detailed, consistent and supported by other reliable evidence.

36. At the rehearing, the Tenant acknowledged making comments about the building burning and telling two residents that he would not rescue them from a fire. He also acknowledged that he was the speaker in a separate recording described in Order LD26-355 as concerning possible self-harm and harm to others if he were evicted.

37. The Tenant's position was substantially that he was provoked or triggered and did not intend harm. The Commission considered those explanations and the Tenant's concerns about how he had been treated, but they do not negate the reasonably alarming effect of the comments in their context.

38. On a balance of probabilities, the totality of the reliable evidence establishes conduct that unreasonably disturbed other occupants and seriously jeopardized their health or safety. In addition to the Tenant's admissions, the attending witnesses adopted their statements and gave evidence concerning threatening, aggressive, intimidating or disruptive conduct and its effect on occupants' safety and quiet enjoyment.

39. The reliable evidence concerning repeated incidents involving residents, staff and contractors, together with the Landlord's placement of 24-hour security in response to safety concerns, supports the Commission's finding that the Landlord's concerns were serious.

40. The Commission finds that the Tenant's conduct unreasonably disturbed other occupants and seriously jeopardized their health or safety. The conduct therefore falls within paragraph 61(1)(d) of the *Act*, and the Notice is valid. The same totality of evidence satisfies subparagraphs 61(8)(a)(i) and (ii) of the *Act*.

41. The pest-control dispute formed part of the Notice and the parties' appeal evidence. The documentary record shows that the Rental Unit was not properly prepared for the scheduled treatment and remained untreated, and it records alleged disruptive conduct toward the technician. No separate determination of these issues are required because the reliable evidence of threatening, aggressive, intimidating or disruptive conduct alleged under paragraph 61(1)(d) and subsection 61(8) was sufficient for a determination of this matter.

42. There was no written behavioural warning; however, a written warning of behaviour is not a statutory precondition to termination of the tenancy under the *Act*.

43. The Tenant's concerns about the Landlord's response to his complaints, mediation or transfer requests, and other disputes do not change the statutory findings. The Commission has considered those matters but need not make separate findings on the pest-control dispute, the parking-lot structure, or the separate September 18, 2026 incident involving the ash bucket.

44. The Tenant's admissions and the reliable evidence of the broader pattern of threatening and disruptive behaviour are sufficient to decide the appeal.

G. CONCLUSION

45. The Commission considered the Tenant's objections concerning witnesses, hearsay, bias, post-Notice statements, and the absence of police reports or neutral evidence. Those objections do not alter the Commission's findings based on the totality of the reliable evidence.

46. The Commission finds that the Notice is valid under paragraph 61(1)(d). That finding rests substantially on the comments and conduct the Tenant acknowledged, together with reliable live evidence of a broader pattern of threatening and disruptive conduct that unreasonably disturbed occupants and seriously jeopardized their health or safety.

47. The appeal is therefore dismissed and Order LD26-355 is confirmed, subject only to varying the termination date of the tenancy between the parties.

48. Order LD26-355 terminated the tenancy effective 5:00 p.m. on October 13, 2026. That date passed before the Commission heard the appeal on October 20, 2026. The Commission therefore varies the termination date to November 6, 2026 at 5:00 p.m. to allow the Tenant a reasonable period to vacate the Rental Unit.

IT IS ORDERED THAT

1. **The tenancy between the parties shall terminate on November 6, 2026 at 5:00 p.m.**

2. **The Tenant and all occupants must vacate the Rental Unit and return the keys to the Landlord by November 6, 2026 at 5:00 p.m.**

3. **A certified copy of this Order may be filed with the Supreme Court of Prince Edward Island and enforced by the Sheriff's Office as permitted by the *Act*.**

DATED at Charlottetown, Prince Edward Island, 2nd day of November, 2026.

BY THE COMMISSION:

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

[sgd. Kerri Carpenter]
Kerri Carpenter

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.