

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks to evict the Tenant for repeatedly making late rent payments and for subletting the Unit without the Landlord’s consent.

DISPOSITION

- [3] The Tenant and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [4] The Unit is a multi-bedroom home that the Landlord owns.
- [5] On March 1, 2021, the Landlord and the Tenant entered into a written fixed-term tenancy agreement for the Unit. The tenancy agreement then continued on a month-to-month basis. Rent is \$1,700.00, due on the first day of the month. On February 25, 2021, a \$1,700.00 security deposit was paid.
- [6] On July 17, 2025, the parties participated in an earlier Rental Office hearing. The Landlord was ordered to pay the Tenant \$8,300.00 because of two unauthorized rent increases, and the Tenant’s rent was set at \$1,700.00 (Order LD25-264).
- [7] On July 24, 2025, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with a vacate date of August 31, 2025, for repeatedly late rent payments (the “First Notice”).
- [8] On July 28, 2025, the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* (the “First Application”) with the Rental Office, disputing the First Notice.
- [9] On July 28, 2025, the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* (the “Second Application”) with the Rental Office seeking compensation, which is determined in Order LD25-334.
- [10] On August 12, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for September 4, 2025.
- [11] On August 22, 2025, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with a vacate date of October 1, 2025, for repeatedly late rent payments (the “Second Notice”).
- [12] On August 22, 2025, the Landlord served the Tenant with a third *Form 4(A) Eviction Notice* with a vacate date of October 1, 2025, for subletting the Unit without the Landlord’s consent (the “Third Notice”).
- [13] On August 27, 2025, the Rental Office sent the parties an evidence package.
- [14] On August 29, 2025, the Tenant filed a third *Form 2(A) Tenant Application to Determine Dispute* (the “Third Application”) with the Rental Office, disputing the Second and Third Notices.
- [15] On September 3, 2025, the Rental Office sent the parties a supplementary evidence package.
- [16] On September 4, 2025, the Tenant, the Landlord, the Landlord’s representative, and the Landlord’s witness participated in a teleconference hearing. The parties confirmed that all the evidence submitted to the Rental Office was included in the evidence packages.

- [17] After the hearing, the Tenant provided an additional submission, which was shared with the Landlord. No further submissions were received.

ISSUE

- A. Must the Tenant and all occupants vacate the Unit?

ANALYSIS

Repeatedly Late

- [18] The Landlord stated that the Tenant has been repeatedly late in paying rent multiple times since moving into the Unit. The Landlord has issued eviction notices in the past for non-payment of rent, but the Tenant has paid the rent on time to invalidate the notices. The Tenant would often cite financial hardship as a reason for paying late, and the Landlord would give the Tenant more time. The Landlord submitted a spreadsheet into evidence, citing the dates of the late rent payments.
- [19] The Tenant stated that he had been late paying rent on some occasions, but the Landlord would always allow more time to pay. After the Landlord initiated the first unauthorized rent increase in May 2023, the Tenant faced greater difficulty paying rent on time due to financial hardship. He stated that he should not be evicted because the Landlord raised the rent without going through the proper process.
- [20] The evidence establishes that between March 2021 and May 2023, the Tenant had been late paying rent several times. However, the Landlord gave the Tenant more time to pay, and there is insufficient evidence that the Landlord sought to end the tenancy for repeatedly late rent payments during that time.
- [21] The evidence also establishes that between May 2023 and June 2025, the Tenant had been late paying rent several times. However, the evidence also establishes that the Landlord had unlawfully increased the rent beginning in May 2023 until July 2025 (Order LD25-264), and the Landlord was ordered to pay the Tenant \$8,300.00 due to the rent increases. In terms of the lawful rent, the Tenant was making some payments in advance.
- [22] I find that the Landlord has not provided sufficient evidence to establish that the tenancy should be terminated because the Tenant has been repeatedly late in paying rent.
- [23] I find that it would not be reasonable to end the tenancy due to late rent payments, as the evidence establishes that the Tenant was paying rent that had been unlawfully increased during this period.
- [24] The First Notice and the Second Notice are invalid.

Subletting

- [25] The Landlord stated that the Tenant has been subletting the Unit without the Landlord's consent. The Landlord only recently discovered that other occupants have been living in the Unit and paying rent to the Tenant. The Landlord stated that the Tenant held himself out to be the Unit's landlord and did not tell his sub-tenants that the Tenant was not the landlord.
- [26] The Landlord's witness ("DC") stated that he had rented the downstairs portion of the Unit from the Tenant from 2021 until January or February 2025. DC stated that he signed several fixed-term tenancy agreements with the Tenant. DC stated that he believed that the Tenant was the landlord, and he did not know of the Landlord's existence until recently.

- [27] DC stated that he was served with rent increase notices by the Tenant during his tenancy. He stated that the Tenant repaired the Unit and dealt with pest infestations in the Unit. He stated that other tenants also lived in the upstairs portion of the Unit during his tenancy. Copies of DC's tenancy agreements and rent increase notices were submitted as evidence.
- [28] The Tenant stated that he told the Landlord's realtor, who was the showing agent for the Unit, that he would be renting rooms to other people. He stated that he believed that telling the realtor was sufficient. He stated that he did not tell the Landlord as he had limited contact with the Landlord. He stated that he had not had any contact with the realtor since he signed the tenancy agreement.
- [29] The Tenant stated that two other individuals moved in at the same time he did, and they have been renting two rooms upstairs. He has rented the third upstairs room to different individuals during his tenancy. He stated that he rented the downstairs portion of the Unit to DC and DC's spouse during the timeframe stated by DC. He stated that he followed the rules in the Act when it came to signing tenancy agreements and issuing rent increase notices.
- [30] The Tenant stated that he is not making any money from the other renters. The Tenant stated that he had not sublet the Unit, as he always maintained a room there, even when he worked away. He stated the other renters should be considered roommates.
- [31] The *Rental of Residential Property Act* (the "Former Act") was in force when the parties entered into the tenancy agreement until the Former Act was later repealed on April 8, 2023. Subsection 6(5) of the Former Act states:
- Where a fixed term rental agreement is for a period greater than six months, the lessee may assign or sublet the premises subject to the consent of the lessor, which consent will not unreasonably be withheld or charged for unless the lessor has actually incurred expense in respect of the grant of consent, in which case he shall be entitled to recover such reasonable expenses as were actually incurred.*
- [32] Subsection 30(1) of the Act states that:
- A tenant may, with the written consent of the landlord, sublet or assign a rental unit or part of a rental unit to another person.*
- [33] The Landlord stated that the Tenant had never told him that he was subletting parts of the Unit to anyone or asked if he could sublet. The Tenant stated that he had told the Landlord's realtor that he would be renting out parts of the Unit to other individuals, but he had never told the Landlord. The Tenant stated that the other occupants should be considered his roommates.
- [34] I find that the Landlord has provided sufficient evidence to establish that the Tenant had sublet the Unit without the Landlord's consent.
- [35] The Tenant has been living in and subletting the Unit since 2021. Both the Former Act and the Act state that a tenant must seek a landlord's consent to sublet. The evidence establishes that the parties communicated by text message regularly regarding various matters. The Tenant could have, at any time, requested the Landlord's consent to sublet the Unit. However, the Tenant failed to do so and never told the Landlord that other individuals were living in the Unit.
- [36] I find that, despite the Tenant's submissions, DC would not be considered the Tenant's roommate. The evidence establishes that DC signed a tenancy agreement with the Tenant and paid rent to the Tenant. If the Tenant and DC were roommates, DC should have a tenancy agreement with the Landlord and pay rent to the Landlord.
- [37] For these reasons, I find that the Third Notice is valid. The Tenant and all occupants must vacate the Unit by the timeline below.

CONCLUSION

[38] The First Notice and the Second Notice are invalid.

[39] The Third Notice is valid.

[40] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will terminate effective October 1, 2025, at 5:00 p.m.
2. The Tenant and all occupants must vacate the Unit by this date and time.
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, this 10th day of September, 2025.

(sgd.) Mitch King

Mitch King
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **7 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.