

## INTRODUCTION

- [1] This decision determines two applications filed by the Tenants with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord served three eviction notices to the Tenants seeking to end the tenancy because of behaviour, knowingly giving false information and non-payment of rent.

## DISPOSITION

- [3] The Tenants and all occupants must vacate the Unit by the timeline below.
- [4] The Tenants do not owe the Landlord January 2026 rent.

## BACKGROUND

- [5] On December 1, 2025 the parties signed a *Form 1 Standard Form of Rental Agreement* for a fixed-term from December 1, 2025 to January 31, 2026. The parties agreed that the correct fixed-term end date was November 30, 2026. Rent in the amount of \$2,080.00 was due on the first day of the month. A \$2,080.00 security deposit was paid at the beginning of the tenancy.
- [6] On December 12, 2025 the Landlord's representative (the "Representative") served the Tenants with the first *Form 4(A) Eviction Notice* with a vacate date of January 13, 2026 (the "First Notice") for behaviour and knowingly giving false information.
- [7] I note that the vacate date is automatically corrected to January 31, 2026 under section 54 to comply with the minimum notice period under subsection 61(3) of the *Act*.
- [8] On December 12, 2025 at 3:35 p.m. the Representative served the Tenants with the First Notice by text message. The Representative also served the Tenants with the First Notice by Facebook Messenger on December 13, 2025 and taped a copy to the Unit's door on December 14, 2025.
- [9] On December 23, 2025 at 11:18 p.m. the Tenants emailed the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the "First Application") to dispute the First Notice.
- [10] The First Application was considered filed with the Rental Office on December 24, 2025 because the Tenants emailed the First Application to the Rental Office after the Rental Office's hours of operation.
- [11] The First Application was amended on December 30, 2025 and served to the Landlord by email.
- [12] On January 2, 2026 the Representative served the Tenants with the second *Form 4(A) Eviction Notice* with a vacate date of January 12, 2026 (the "Second Notice") for non-payment of rent. The Representative served the Tenants with the Second Notice by text message and Facebook Messenger on January 2, 2026.
- [13] I note that the vacate date is automatically corrected to January 22, 2026 under section 54 to comply with the minimum notice period under subsection 60(1) of the *Act*.
- [14] I further note that the Second Notice is an older version of the *Form 4(A) Eviction Notice* and that the Landlord's signature was signed as the company name and not an individual's name.
- [15] On January 12, 2026 the Tenants filed an incomplete *Form 2(A) Tenant Application to Determine Dispute* seeking a determination and compensation for a bad faith eviction.

- [16] On January 14, 2026 the Tenants filed a second *Form 2(A) Tenant Application to Determine Dispute* (the “Second Application”) disputing the Second Notice and seeking a determination and bad faith eviction compensation. The Second Application was emailed to the Landlord on January 20, 2026.
- [17] The First Application and the Second Application are referred to as the “Applications.”
- [18] On January 20, 2026 the Representative served the Tenants with a third *Form 4(A) Eviction Notice* with a vacate date of January 31, 2026 (the “Third Notice”) for non-payment of rent. The Representative served the Tenants with the Third Notice by email, text-message and Facebook Messenger.
- [19] I note that the vacate date is automatically corrected to February 9, 2026 under section 54 to comply with the minimum notice period under subsection 60(1) of the *Act*.
- [20] I further note that the Third Notice’s Landlord signature was signed as the company name and not an individual’s name. The Representative stated that the Third Notice was served to replace the Second Notice because the Second Notice was an older form version.
- [21] On January 20, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 27, 2026.
- [22] On January 23, 2026 the Rental Office emailed the parties a 140-page PDF evidence package.
- [23] On January 27, 2026 the Rental Office was closed due to inclement weather. The teleconference hearing was postponed to the next business day.
- [24] On January 28, 2026 the Tenants and the Representative joined the teleconference hearing for determination of the Applications. The parties confirmed that they received the evidence package and confirmed that all documents previously submitted were included.

## ISSUES

- A. Must the Tenants and all occupants vacate the Unit due to any of the Notices?
- B. Do the Tenants owe the Landlord January 2026 rent?

## ANALYSIS

### A. Must the Tenants and all occupants vacate the Unit due to any of the Notices?

- [25] The Representative provided evidence regarding the Tenants’ guest’s behaviour towards the Representative. The Representative stated that the Tenants’ guest is a family-member who is also living in the Unit without the Landlord’s permission. The Representative stated that the Tenants’ guest was belligerent towards her and that the Tenants have breached terms of the tenancy agreement.
- [26] The Tenants denied the Landlord’s allegations.

### Service of the First Notice

- [27] The Representative text-messaged the First Notice to the Tenants on December 12, 2025 at 3:35 p.m. The Tenants confirmed that the text message was how they became aware of the First Notice. The evidence supports the finding that the Landlord served the Tenants the First Notice on December 12, 2025 in accordance with subsection 100(1) of the *Act*.

### Filing of the First Application

- [28] The Tenants emailed the Rental Office on December 23, 2025 at 11:18 p.m. the First Application, which disputed the First Notice.
- [29] This means that the First Application was not filed with the Rental Office until December 24, 2025 (see subsection 33(7) of the *Interpretation Act*).
- [30] Based on the evidence presented, I have already determined that the First Notice was served to the Tenants on December 12, 2025. This means that the Tenants had until December 22, 2025 by end of the Rental Office's hours of operation to file an application to dispute the First Notice.
- [31] On December 24 2025 the Tenants were outside of their ten-day period to file the First Application to dispute the First Notice. Subsection 61(5) of the *Act* states:

*A tenant may dispute a notice of termination under this section by making an application to the Director under section 75 within 10 days after the date the tenant receives the notice.*

- [32] I find that I do not have the legislative authority under the *Act* to extend the ten-day filing deadline.

### Deeming Provisions

- [33] For the reasons below, I find that the Tenants are deemed to have accepted the First Notice and must vacate the Unit (see Island Regulatory and Appeals Commission Order LR25-61).
- [34] The Landlord seeks to end the tenancy under clauses 61(d) and (j) of the *Act*, which state:

*A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*

- (d) *the tenant or a person permitted on the residential property by the tenant has*
  - (i) *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
  - (ii) *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; or*
  - (iii) *put the landlord's property at significant risk;*
- (j) *the tenant knowingly gives false information about the residential property to a prospective tenant, a purchaser viewing the residential property or another person.*

- [35] Subsection 61(6) of the *Act* states:

*Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), the tenant*

- (a) *is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and*
- (b) *shall vacate the rental unit by that date.*

- [36] As determined above, the First Notice was served to the Tenants on December 12, 2025. Therefore, the Tenants had until December 22, 2025 to file the application to dispute the First Notice.
- [37] The evidence establishes that the Tenants did not email the First Application to the Rental Office until the night of December 23, 2025. This was past the ten-day deadline.

- [38] Further, I find that the evidence does not establish that the First Application was served to the Landlord within five days of filing as required under subsection 76(2) of the *Act*. The evidence established that the First Application was only served to the Landlord on December 30, 2025, after it was amended.
- [39] I note that not serving an application to the other party within five days of filing with the Rental Office is fatal to the application (see Island Regulatory and Appeals Commission Order LR25-14).
- [40] I have reviewed the First Notice and I am satisfied that it was properly completed and that there was a valid reason stated on the First Notice.
- [41] As a result, I find that the Tenants are deemed to have accepted the First Notice under subsection 61(6) and the tenancy ends by operation of law. I do not have authority to waive the operation of this deeming provision. I make no finding on whether the Landlord's evidence supports termination of the tenancy because the deeming provisions applies.
- [42] The First Application is denied. The First Notice is valid.
- [43] The Tenants and all occupants must vacate the Unit by the timeline below.
- [44] It is unnecessary to make a determination on the Second Notice and the Third Notice as the tenancy has already ended because of the First Notice.

**B. Do the Tenants owe the Landlord January 2026 rent?**

- [45] The evidence establishes at the beginning of the tenancy the Tenants had many complaints about the condition of the Unit, particularly, a leak and a hot water issue.
- [46] The evidence establishes that on December 10, 2025 the Representative offered the Tenants another rental unit and the return of their security deposit. The Tenants rejected the offer.
- [47] During the December 10, 2025 conversation between the Representative and the Tenants, free January 2026's rent was discussed. The parties disagree on who originally suggested January 2026 free rent. However, the Representative stated that she did not have the ability to give the Tenants free rent and had to ask someone who could make this decision. The Representative stated that she would get back to the Tenants.
- [48] The Representative stated that she did not communicate with the Tenants again until she served the Tenants the Second Notice for non-payment of rent on January 2, 2026.
- [49] The evidence establishes that the Tenants were surprised and reacted as such in their message response to the Representative.
- [50] I find that the evidence establishes that the idea of free January 2026 rent was contemplated between the parties. I accept the Representative's evidence that she did intend to ask if this option was available to the Tenants and that she did not have the authority alone to give the Tenants free rent. However, I also find that the Representative did not follow up with the Tenants to let them know whether or not January's rent was due. It was not until January 2, 2026 that the Tenants became aware after they were served the Second Notice.
- [51] I find that in these circumstances it was reasonable for the Tenants to believe that January's rent would be free due to the early issues in the Unit and where the conversation with the Representative ended.
- [52] I find that the Landlord waived January 2026's rent. Therefore, the Tenants do not owe January 2026's rent.

[53] Further, I find that the bad faith eviction compensation does not apply in this case. The Tenants stated that the only compensation they were seeking was a determination of January 2026's rent.

[54] The Second Application is allowed in part.

### **Tenancy Agreement Content**

[55] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.

[56] Subsections 11(1) and (2) of the *Act* state:

- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
- (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
  - (a) the provisions set out in Division 4;*
  - (b) the correct legal names of the landlord and tenant;*
  - (c) the address of the rental unit;*
  - (d) the date the tenancy agreement is entered into;*
  - (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
  - (f) the services and facilities included in the rent;*
  - (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
  - (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
  - (i) the agreed terms in respect of*
    - (i) the date on which the tenancy starts,*
    - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
    - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
    - (iv) the amount of rent payable for a specified period,*
    - (v) the day on which the rent is due and the frequency of payment,*
    - and*
    - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.*

[57] The Landlord must ensure that all tenancy agreement content complies with the *Act*.

[58] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective 5:00 p.m. on February 6, 2026.
2. The Tenants and all occupants must vacate the Unit by the timeline below.
3. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.
4. The Tenants do not owe the Landlord January 2026 rent.

**DATED** at Charlottetown, Prince Edward Island, this 30th day of January, 2026.

(sgd.) Cody Burke

---

**Cody Burke**  
**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.