

## INTRODUCTION

- [1] This decision determines two applications filed by the Landlord and the Tenant with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord served an eviction notice to the Tenant seeking to end the tenancy and the Landlord filed an application seeking delivery of possession.
- [3] The Tenant attempted to dispute the eviction notice and seek compensation for emergency repairs.

## DISPOSITION

- [4] The Tenant and all occupants must vacate the Unit by the timeline below.
- [5] The Tenant's compensation claim is dismissed for insufficient evidence.

## BACKGROUND

- [6] The Unit is a single-bedroom with shared facilities and common areas in a five-bedroom, one-bathroom, single-family dwelling (the "Residential Property") owned by the Landlord.
- [7] Between December 14, 2025 and December 22, 2025, the Tenant and the Landlord's former property manager discussed tenancy options.
- [8] On December 19, 2025 the Tenant paid the former property manager \$200.00 and the Tenant received the Unit's keys.
- [9] On December 21, 2025 the Landlord dismissed the former property manager.
- [10] On December 22, 2025 the Tenant moved into the Unit.
- [11] On December 29, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of December 30, 2025 (the "Notice") by posting the Notice to the Unit's door.
- [12] I note that the effective date is automatically corrected to January 18, 2026 under section 54 of the *Act* to comply with the minimum notice period under subsection 60(3).
- [13] On January 8, 2026 the Tenant emailed the Landlord and attempted to file with the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") disputing the Notice and seeking compensation for emergency repairs. The Tenant did not send the application to the Rental Office's correct email address.
- [14] On January 9, 2026 the Tenant emailed the Tenant Application to the Island Regulatory and Appeals Commission's (the "Commission") email address, which was forwarded to the Rental Office's correct email address. The Tenant Application was considered filed on January 9, 2026.
- [15] On February 6, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession. The Landlord served the Tenant with the Landlord Application by email.
- [16] On February 12, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 26, 2026.
- [17] On February 18, 2026 the Rental Office emailed the parties a 98-page PDF evidence package.

- [18] On February 26, 2026 the Landlord's representative (the "Representative") and the Landlord's witness ("LW1") joined the teleconference hearing. I telephoned and emailed the Tenant and did not receive a response. After ten-minutes I postponed the hearing.
- [19] On March 3, 2026 the Rental Office emailed the parties an updated notice of a teleconference hearing scheduled for March 6, 2026.
- [20] On March 4, 2026 the Tenant responded to the March 3, 2026 email and confirmed receipt of the updated notice of hearing.
- [21] On March 6, 2026 the Representative and LW1 joined the teleconference hearing. I telephoned and emailed the Tenant and did not receive a response. After ten-minutes the hearing proceeded in the Tenant's absence. The Representative confirmed that she received the evidence package and confirmed that all evidence submitted was included.

## PRELIMINARY MATTERS

### The Tenancy Agreement

- [22] Based on the evidence provided, I find that there is a tenancy agreement between the parties.
- [23] I find that the text message communication between the former property manager and the Tenant supports a finding that the Tenant was given possession of the Unit and that the parties agreed to a tenancy agreement as defined under subsection 1(w) of the *Act*. Despite the former property manager not properly informing the Landlord of the tenancy, I find that the former property manager was an agent of the Landlord under subsection 1(h) of the *Act*.
- [24] The evidence presented establishes that there was an oral tenancy agreement. Rent was \$900.00 and the security deposit was \$900.00.

### The Tenant Application

- [25] The evidence presented establishes that LW1 served the Tenant with the Notice on December 29, 2025 by posting the Notice to the Unit's door.
- [26] The Tenant had ten (10) days to dispute the Notice by filing an application with the Rental Office (see clauses 60(4) and 61(5) of the *Act*).
- [27] The evidence establishes that the Tenant emailed the Tenant Application on January 8, 2026 to an incorrect Rental Office email address: ask@peirentaloffice.ca. The Tenant then emailed the Tenant Application to the Commission's email address on January 9, 2026.
- [28] I find that the Tenant had until January 8, 2026 to file the Tenant Application with the Rental Office to dispute the Notice under the *Act*.
- [29] In this case, the Tenant mistakenly used a wrong email address. I do not have the authority under the *Act* to adjust or extend the ten-day period. Further, I note that the Tenant Application – which is the *Form 2(A) Tenant Application to Determine Dispute* has the Rental Office's contact information in two separate places, including the Rental Office's email address: askrental@peirentaloffice.ca.
- [30] Therefore, I find that the Tenant's attempt to dispute the Notice under the Tenant Application is denied. The Tenant filed the Tenant Application on January 9, 2026, which was too late to dispute the Notice under the *Act*.

- [31] I further find that the Tenant's compensation claim for emergency repairs is dismissed. I find that the Tenant Application does not provide sufficient details, such as the amount of compensation sought and precisely what emergency repairs were completed. I find that the Tenant did not participate in the hearing and the Tenant's evidence does not provide clarity to the Tenant's compensation claim.
- [32] Therefore, the Tenant's compensation claim for emergency repairs is denied for insufficient evidence.
- [33] The Tenant Application is dismissed.

## ISSUE

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

## ANALYSIS

- [34] The Landlord's reasons for terminating the tenancy are under clauses 60(1), 61(1)(a), (d), (f) and (g) of the *Act*, which state:

*A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.*

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

- (a) the tenant does not pay the security deposit within 10 days of the date it is required to be paid under the tenancy agreement;*
- (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;**
- (f) 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;*
- (g) the tenant does not repair damage to the rental unit or residential property, as required under section 28(4), within a reasonable time.*

- [35] The evidence presented establishes that since the Tenant took occupation of the Unit, the Tenant has only paid \$200.00 to the Landlord's former property manager. The Tenant has not paid any additional rent, and has not paid the security deposit as of the hearing date.
- [36] I further find that the Representative's and LW1's evidence supports a finding that the Tenant and/or the Tenant's guests have disturbed others at the Residential Property. The Landlord submitted into evidence a report from the City Police detailing all the police responses to the Residential Property from December 24, 2025 to February 5, 2026. During this period of time there were eight (8) police visits to the Residential Property. The Representative and LW1 stated that these separate police visits to the Residential Property were for the Tenant and/or the Tenant's guests.
- [37] I find that the evidence establishes that the Tenant did not file an application with the Rental Office disputing the Notice within ten (10) days of the Notice being served.

- [38] Therefore, I find that the Tenant is deemed to have accepted the Notice under clauses 60(5) and 61(6) of the *Act*.
- [39] The evidence does not establish that the Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.
- [40] I find that the Notice is valid and the Landlord Application for delivery of possession is allowed.
- [41] The Tenant and all occupants must vacate the Unit by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective **5:00 p.m. on March 16, 2026**.
2. The Tenant and all occupants must vacate the Unit by this 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, this 9th day of March, 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.