

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenant disputes an eviction notice served for occupation of the Unit by the Landlord.

## BACKGROUND

- [3] The Unit is a three-bedroom, one-bathroom rental unit located in the upper portion of an over-under duplex (the “Residential Property”).
- [4] The Tenant and the Residential Property’s former owner entered into a written, one-year-fixed-term tenancy agreement that started around 2009. At the end of the fixed-term the tenancy continued on a monthly basis.
- [5] The Landlord and two other family members purchased the Residential Property on November 17, 2025 and the tenancy continued. The Landlord has lived in the Residential Property’s lower unit since around 2017.
- [6] Rent in the amount of \$1,001.00 is due on the first day of the month.
- [7] On February 28, 2026 the Landlord served the Tenant with a *Form 4(B) Eviction Notice* with a vacate date of June 30, 2026 for the Landlord’s occupation of the Unit (the “Notice”).
- [8] On March 30, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice (the “Application”). For the reasons below, I find that the Application was filed within the required timeline.
- [9] On April 13, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for May 12, 2026.
- [10] On May 1, 2026 the Rental Office sent the parties a 17-page PDF evidence package.
- [11] On May 12, 2026 the Tenant, the Landlord and the Landlord’s witness participated in a Rental Office teleconference hearing. The parties confirmed that they received the evidence package and that all documents and evidence submitted to the Rental Office were included.

## DISPOSITION

- [12] I find that the Notice is valid and the Application is denied. The Tenant and all occupants must vacate the Unit by the timeline below.

## ISSUE

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

## ANALYSIS

- [13] The Landlord seeks to end the tenancy under the Notice based upon the Landlord and her child moving into the Unit under subsection 62(1) of the *Act*.
- [14] For the reasons below, I find that the Notice is valid.

**Application Filing Date**

- [15] The Notice was served on February 28, 2026.
- [16] The one-month timeline for the Tenant to dispute the Notice is provided in subsection 62(4), which states:
- A tenant may dispute a notice of termination given under subsection (1) by making an application to the Director under section 75 within one month after the date the tenant receives the notice.*
- [17] Subsection 33(8) of the *Interpretation Act*, RSPEI 1988, I-8.1 addresses one-month timelines as follows:
- A period of time expressed as one or more consecutive months beginning or ending on, at, with, before, after or from a specified day, is counted to the date numerically corresponding to the date of the specified day in the last or first month of the period, as the case requires.*
- [18] Therefore, the timeline for filing the Application would normally have been March 28, 2026.
- [19] However, March 28, 2026 was a Saturday and the Rental Office is not open for regular hours of business on Saturdays and Sundays.
- [20] The timeline for filing the Application was extended to Monday, March 30, 2026 by operation of law under subsection 33(7) of the *Interpretation Act*, which states:
- A time limit for registering or filing documents or for doing anything else that falls or expires on a day on which the place for doing so is not open during its regular hours of business is extended to include the next day the place is open during its regular hours of business.*
- [21] For these reasons, I find that the Application was filed in time in accordance with the *Act* and the *Interpretation Act*.

**Good Faith**

- [22] In order to end a tenancy under subsection 62(1) of the *Act*, it is necessary for the Landlord to establish that they are acting in “good faith.”
- [23] There were similar good faith requirements under the *Rental of Residential Property Act* RSPEI 1988, R-13.1 (the “*Former Act*”) for ending a tenancy based upon a landlord or an eligible family member occupying a rental unit.
- [24] Clause 15(1)(a) of the *Former Act* stated:
- Where the lessor in **good faith** seeks to*  
*(a) have possession of the premises for occupation by himself, his spouse, children or parents, or the parents of his spouse...*  
*the lessor may serve the lessee with a notice of termination to be effective not less than two months after it is served.*
- [Emphasis added.]

- [25] The Landlord seeks to end the tenancy under subsection 62(1) of the *Act*, which came into force on April 8, 2023. This subsection states:

*A landlord who is an individual may end a tenancy by giving a notice of termination if the landlord in **good faith** requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by*

*(a) the landlord;*

*(b) the landlord's spouse;*

*(c) a child, parent or a dependent of the landlord or the landlord's spouse; or*

*(d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child, parent or dependent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the residential property or mobile home park in which the rental unit is located.*

[Emphasis added.]

- [26] Both clauses require that a landlord is acting in “*good faith*” when the landlord seeks to end a tenancy for the landlord’s occupation of the rental unit.
- [27] In Orders LR19-09<sup>1</sup>, LR19-16<sup>2</sup> and LR21-50<sup>3</sup> the Island Regulatory and Appeals Commission (the “Commission”) interpreted “good faith” under the *Former Act* to mean a “genuine intention.” In Order LR19-09 the Commission reviewed Ontario jurisprudence in making this determination.
- [28] In Order LR26-14<sup>4</sup> the Commission interpreted “good faith” to continue meaning “genuine intention” under the *Act*, stating in part as follows:

*“43. The Commission has consistently held that a notice for a landlord’s possession requires a genuine and bona fide intention, at the time the notice is given, to occupy the premises for residential purposes. The Commission finds that this requirement was not met.*

*44. In this case, the evidence demonstrates that the Landlords listed, or intended to list, the Rental Unit for sale and at various times explored alternative uses of the property, including short term rentals. The Commission finds that this is inconsistent with the statutory requirement under the Act for personal occupancy. As stated above, a notice for a landlord’s own use requires a genuine intention to occupy the premises.”*

- [29] I must determine the Landlord’s genuine intention to occupy the Unit in accordance with subsection 62(1).

### Determination

- [30] The Landlord provided a logical explanation for serving the Notice.
- [31] The Landlord and her eleven-year-old child are currently living in the Residential Property’s lower unit, which has two-bedrooms. The Unit is larger, having three-bedrooms.
- [32] The Landlord provided a written statement dated April 21, 2026 which explained the Landlord’s recent life circumstances. One of the Landlord’s family members, who was also a co-owner of the Residential Property, passed away in March of 2026. During the hearing the Landlord explained the timeline for serving the Notice.

<sup>1</sup> <https://irac.pe.ca/wp-content/uploads/LR19-09.html>

<sup>2</sup> <https://irac.pe.ca/wp-content/uploads/LR19-16.html>

<sup>3</sup> <https://irac.pe.ca/wp-content/uploads/Order-LR21-50.pdf>

<sup>4</sup> <https://irac.pe.ca/wp-content/uploads/Order-LR26-14.pdf>

- [33] Based upon the evidence presented, I find that the Landlord has a genuine intention to move into the Unit.
- [34] The Landlord essentially testified that she will be living in the Unit long term. I am satisfied that the Landlord has a genuine intention to live in the Unit for at least one year, as required by subsection 62(1).
- [35] The Landlord has established that they seek to end the tenancy in good faith.
- [36] The evidence presented does not establish any binding agreement between the parties that the Tenant would continue living in the Unit for a fixed-term or indefinitely. The message correspondence submitted and testimony provided establishes that the Landlord was not planning to evict the Tenant as a purchaser occupying the Unit, which is a separate ground for termination under section 63 of the *Act*. This evidence also establishes that the Landlord did not have a plan to evict the Tenant around the time of purchase. However, the Landlord's life circumstances changed.
- [37] For these reasons, I find that the Notice is valid and the Application is denied. The Tenant and all occupants must vacate the Unit by the timeline below.

### **Tenant Early Notice**

- [38] I note that the Tenant has a right to end the tenancy before June 30, 2026 by following the procedure set out in section 69 of the *Act* and providing the Landlord with proper written notice.

### **Moving Expenses Compensation**

- [39] I also note that the Landlord is required to pay the Tenant compensation of one month's rent plus reasonable moving expenses or offer the Tenant another rental unit acceptable to the Tenant under section 72 of the *Act*.
- [40] The reasonable moving expenses are limited to the monthly rent amount under subsection 6(1) of the *Residential Tenancy Regulations*. The timeline for the Landlord to pay the Tenant compensation is no later than the Notice's vacate date, under section 73 of the *Act*.
- [41] The Tenant expressed interest in moving into the Residential Property's lower unit.
- [42] However, I note that under section 72 the Landlord is given the choice of paying compensation or offering a rental unit acceptable to the Tenant.
- [43] As a result, I have no authority to order the Landlord to rent the lower unit to the Tenant.

### **CONCLUSION**

- [44] The Notice is valid and the Application is denied.
- [45] 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 June 30, 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 19th day of May, 2026.

(sgd.) Andrew Cudmore

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**Andrew Cudmore**  
**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 **20 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.