

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 a family member of the Landlord.
- [3] The Tenant seeks compensation regarding grass cutting, unlawful rent increases, electricity costs, and the Unit's condition. The Tenant seeks repairs.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom rental unit located in the lower portion of an over-under duplex that the Landlord has owned for about 28 years (the "Residential Property").
- [5] The Landlord and the Tenant entered into an oral, monthly tenancy agreement that started on October 31, 2005. Rent in the original amount of \$610.00 was due on the first day of the month and a security deposit of \$305.00 was paid.
- [6] On February 1, 2026 the Landlord hand-delivered to the Tenant a *Form 4(B) Eviction Notice* with a vacate date of July 1, 2026 for repairs and renovations (the "Repairs Notice").
- [7] On February 2, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Repairs Notice.
- [8] On February 17, 2026 the Landlord withdrew the Repairs Notice and this earlier dispute ended.
- [9] On February 28, 2026 at 5:23 p.m. the Landlord emailed the Tenant a *Form 4(B) Eviction Notice* with a vacate date of July 1, 2026 for a family member's occupation of the Unit (the "Occupation Notice"). I find that the Occupation Notice's correct vacate date is July 31, 2026 for the reasons stated below.
- [10] On March 3, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Occupation Notice, making financial claims against the Landlord and requesting repairs, which was later amended on March 6, 2026 (the "Application").
- [11] On March 12, 2026 the Rental Office sent the parties notice of a teleconference hearing rescheduled for April 28, 2026.
- [12] On March 24, 2026 the Rental Office sent the parties notice of a teleconference hearing rescheduled for April 23, 2026.
- [13] On April 9, 2026 the Rental Office sent the parties a 135-page PDF evidence package ("EP").
- [14] On April 23, 2026 the Tenant, the Tenant's witness ("KW"), the Landlord and the Landlord's witness ("MM") participated in a Rental Office teleconference hearing. MM is the Landlord's son.
- [15] The parties confirmed that they received the evidence package and that all evidence that the Landlord and the Tenant submitted to the Rental Office was included.
- [16] The parties have not attended any earlier Rental Office hearings or received any Rental Office Orders regarding the Unit.

DISPOSITION

- [17] I find that the Application is allowed in part.
- [18] The Occupation Notice is invalid and the Tenant can continue living in the Unit.
- [19] The Unit's lawful rent is \$680.49 effective August 1, 2025.
- [20] The Landlord must pay the Tenant the amount of \$3,783.74 because of unlawful rent increases. The Landlord must pay the Tenant any May 2026 rent that the Tenant has already paid exceeding \$680.49.
- [21] The Tenant's other financial claims against the Landlord in the Application are denied.
- [22] The Landlord must repair or replace the Unit's screen door with a properly functioning screen door. Or, the Landlord must install a steel door with a window that allows air into the Unit. The Landlord must complete this work by July 22, 2026.
- [23] The Landlord must ensure that he follows the requirements provided by the Provincial Fire Marshall regarding the Residential Property.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit because of the Occupation Notice?
- B. Must the Landlord compensate the Tenant regarding grass cutting work?
- C. Was the Unit's rent unlawfully increased?
- D. Must the Landlord compensate the Tenant regarding the installation of a heat pump and electricity usage?
- E. Must the Landlord compensate the Tenant regarding mice in the Unit?
- F. Must the Landlord compensate the Tenant and complete repairs regarding bedroom windows and a screen door?

ANALYSIS

- A. Must the Tenant and all occupants vacate the Unit because of the Occupation Notice?**

Occupation Notice Service Date and Vacate Date

- [24] For the reasons below, I find that the Occupation Notice was served on March 2, 2026 and the correct vacate date is July 31, 2026.
- [25] On Saturday, February 28, 2026 at 5:23 p.m. the Landlord emailed the Tenant the Occupation Notice.
- [26] Subsection 100(5) of the Act states:

For the purpose of this section, where a copy of a document is sent electronically, it shall be considered to have been served

(a) on the day it is sent, if the document is sent before 5 p.m.; or

(b) if the document is sent after 5 p.m., on the next day that is not a holiday.

- [27] A “holiday” includes a Sunday under subsection 1(w) of the Schedule to the *Interpretation Act*, RSPEI 1988, c. I-8.1.
- [28] The Occupation Notice is considered served on Monday, March 2, 2026 because it was sent electronically after 5:00 p.m. on February 28, 2026 and Sunday, March 1, 2026 was a holiday. The next day that was not a holiday was March 2, 2026.
- [29] The Occupation Notice’s minimum notice period is specified in subsection 62(2) as follows:
- The date for termination specified in the notice of termination shall be at least four months after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.*
- [30] By operation of law, July 31, 2026 is the vacate date because it is at least four months after the March 2, 2026 service date and it is a date the monthly period of the tenancy ends. The effective date is automatically corrected under section 54 of the *Act*.

Determination

- [31] The Landlord seeks to end the tenancy under the Occupation Notice based upon MM moving into the Unit under subsection 62(1) of the *Act*.
- [32] For the reasons below, I find that the Occupation Notice is invalid.

Good Faith

- [33] The *Rental of Residential Property Act*, RSPEI 1988, R-13.1 (the “*Former Act*”) and the *Residential Tenancy Act* contain similar requirements for ending a tenancy based upon a landlord’s eligible family member occupying a rental unit.
- [34] 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.]

- [35] 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.]

- [36] Both clauses require that a landlord is acting in “good faith” when the landlord seeks to end a tenancy for the landlord’s child’s occupation of the rental unit.
- [37] In Orders LR19-09¹, LR19-16² and LR21-50³ 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.
- [38] In Order LR26-14⁴ 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.”*
- [39] The Landlord and MM provided testimony that MM intends to move into the Unit after the Tenant moves out.
- [40] The Landlord’s evidence is summarized as follows. MM is twenty years old and wants to move out of the Landlord’s house. The Landlord wants to help out MM by providing him a place to live at a reasonable cost. With regard to the Repairs Notice, the Landlord stated that it was always the Landlord’s intention to renovate the Unit and have MM move in. The Landlord expects that the repairs and renovations will last for roughly a month.
- [41] MM’s evidence is summarized as follows. MM is currently living at home with the Landlord. MM is getting to an age where its time to move out. The Unit is within about ten minutes of everything that the MM needs. MM plans on moving in after the Tenant moves out.
- [42] The Tenant stated that he is a senior and the eviction matter has not been good for his mental health. The Tenant stated that there should be protections against evictions in these circumstances.
- [43] Based upon the evidence presented, I find that the Landlord has a financial incentive to move MM into the Unit. The Landlord stated that he wanted to provide MM the Unit at a reasonable cost. I note that the Unit’s rent is low for a two-bedroom, one-bathroom unit with furnace oil heating included in the rent.
- [44] The Commission has previously determined under the *Former Act* that a landlord having a financial incentive to choose a specific rental unit for occupation can be a reasonable explanation for serving an eviction notice for landlord’s occupation (see Order LR21-50). With the “good faith” requirement being similar under the *Act*, I find that this explanation is also reasonable under the *Act*.
- [45] The Landlord served the Repairs Notice before serving the Occupation Notice. However, I note that a strained relationship between a landlord and a tenant can co-exist with the landlord having a genuine intention for an eligible family member to occupy a rental unit (see Commission Order LR19-09).

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

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

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

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

- [46] I find that the Landlord has a genuine intention for MM to occupy the Unit. However, an issue remains regarding the period of occupation.

Minimum Occupation Period

- [47] The issue in this case is the Landlord's genuine intention to have MM occupy the Unit for the minimum one-year period required under subsection 62(1).

- [48] Although MM stated that he planned on living in the Unit for a "couple years," the Landlord provided the following testimony regarding how long MM will live in the Unit:

"...its his first time moving out of home, so he's gonna find a buddy and the two of them are gonna live there but I don't know how long he plans on staying there. He might, they might find another place or he might be there for eight months, a year, and decide that he'd rather live back at home. I don't really know. What I mean, he's only twenty years old, right? Twenty-one. Its pretty hard to predict but he wants to move out of home anyways, so."

- [49] In Order LR26-16⁵ the Commission made the following comments regarding a landlord ending a tenancy (paragraph 49):

"The Commission approaches the termination of a tenancy as a serious matter, given the significant impact an eviction has on a tenant's housing security. As noted in prior decisions, a landlord seeking to end a tenancy must provide clear, cogent, and compelling evidence to justify termination."

- [50] The Landlord testified that MM might find another place or may only live in the Unit for eight months, which are below the minimum one-year requirement. This evidence introduces uncertainty regarding the length of time MM will occupy the Unit.

- [51] I do not have clear, cogent and compelling evidence to end the Tenant's twenty-year tenancy in the Unit because I am not satisfied that the Landlord has a genuine intention for MM to live in the Unit for at least one year, which is mandatory under subsection 62(1).

- [52] As a result, I find that the Occupation Notice is invalid and the Tenant can continue living in the Unit.

B. Must the Landlord compensate the Tenant regarding grass cutting work?

- [53] In the Application the Tenant claimed against the Landlord for grass cutting services, in the amount of \$12,000.00.

- [54] The Tenant stated that in 2005 or 2006 the parties entered into an oral agreement where the Tenant would cut the Residential Property's grass and the Landlord would never increase the Unit's rent. The Landlord would provide the lawn mower and gasoline to cut the grass and the Tenant would provide the labour.

- [55] In response to the Landlord's evidence, the Tenant stated that no one would agree to cut grass for twenty years in exchange for not increasing the rent one year.

- [56] The Tenant's witness, KW, stated that he lived in a home next door to the Residential Property for 29 years. KW stated that he witnessed the Tenant cutting the grass. KW stated that he did not witness the agreement between the Landlord and the Tenant regarding grass cutting.

⁵ <https://irac.pe.ca/wp-content/uploads/Order-LR26-16-.pdf>

- [57] The Landlord denied that there was an agreement with the Tenant that the Unit's rent would never increase. The Landlord stated that the parties made an oral agreement during the summer of 2006 when the Landlord was cutting the Residential Property's grass. The Landlord stated that the parties agreed that the Tenant would cut the grass and the Landlord would not increase the Unit's rent in 2006. The Landlord would pay for the lawn mower and the gas.
- [58] The Landlord stated that he did not increase the Unit's rent for many years because he would rather keep good tenants instead of charging the maximum amount and having people move in and out all the time.
- [59] I note that the Tenant has the burden of proof to establish that the Landlord agreed that the Unit's rent would never be increased in exchange for the Tenant's grass cutting labour.
- [60] Based upon the evidence presented, I find that there is insufficient evidence to establish that the Landlord agreed to never increase the Unit's rent.
- [61] It does not appear that anyone other than the Landlord and the Tenant witnessed the agreement. The parties did not put the agreement into writing. The parties are attempting to recall the terms of an agreement that started about twenty years ago.
- [62] At first glance, it may seem like an unfair deal for the Landlord to receive the Tenant's grass cutting services in exchange for the rent remaining the same for only one year.
- [63] However, one must consider that the 2006 allowable percentage rent increase permitted for heated units was 7.50% under Commission Order LR05-06⁶.
- [64] If the Landlord had implemented this increase, it would have amounted to a \$45.75 monthly rent increase from \$610.00 to \$655.75, with the annual income increasing by \$549.00.
- [65] Every year since 2006 the Landlord has not received the additional, annual amount of \$549.00 because the Landlord did not implement the 7.5% rent increase in 2006. This amounts to \$10,980.00 over 20 years, being very close to the amount that the Tenant claimed.
- [66] The actual rent reduction is higher than \$10,980.00 because rent increases are compounded, meaning that rent increases are calculated based upon the most recent, lawful rent.
- [67] It is unclear to me that the grass cutting agreement was solely for the 2006 rent increase. However, such an agreement would be reasonable and advantageous to the Tenant considering the size of the 2006 annual allowable percentage and its impact over time on the Unit's rent.
- [68] For these reasons, I find that the Tenant's \$12,000.00 grass cutting claim is denied.

C. Was the Unit's rent unlawfully increased?

- [69] For the reasons below, I find that the Unit's rent was unlawfully increased and the Tenant has established a valid compensation claim.
- [70] The *Former Act* governed residential rent increases from January 18, 1989 to April 7, 2023.
- [71] Subsection 112(2) of the *Act* allows discretion regarding whether a contravention of the *Former Act* is determined under the *Former Act*.

⁶ <https://irac.pe.ca/wp-content/uploads/LR05-06.html>

- [72] I find that the Tenants' unlawful rent increase claim can be determined under the *Act* because the legislative scheme regarding lawful rent increases did not substantively change when the *Act* came into force. I note that the Commission followed this approach in Order LR25-32⁷.
- [73] The Landlord was only permitted to increase the Unit's rent by the annual allowable percentage unless the Landlord obtained a Rental Office Order approving a higher rent increase. The evidence of the parties establishes that there are no such rent increase Orders regarding the Unit.
- [74] Any agreement between the parties to an above the allowable increase is not valid and is not a defence to the Tenant's compensation claim.
- [75] The Tenant provided documentation showing most of the Unit's rent history, which included a two-page summary, income documents, cheques, rent increase notices and rent increase applications.
- [76] The Landlord did not provide evidence disputing the Tenant's rent history. The Landlord acknowledged that the rent increase applications did not proceed to Rental Office hearings or Orders approving above the allowable rent increases.
- [77] Based upon the evidence presented, I find that the Landlord collected unlawfully increased rents totaling \$3,783.74 up to April of 2026, calculated as follows:

Period	Percent Increased	Collected Rent	Year	Annual Allowable	Lawful Rent	Difference	Months	Annual Amount
Starting 31 OCT 2005		\$610.00			\$610.00	\$0.00	155	\$0.00
OCT 2018 to APR 2019	2.46%	\$625.00	2018	1.75%	\$620.68	\$4.32	7	\$30.27
MAY 2019 to JUN 2021	4.00%	\$650.00	2019	2.00%	\$633.09	\$16.91	26	\$439.70
JUL 2021 to DEC 2021	2.31%	\$665.00	2021	1.00%	\$639.42	\$25.58	6	\$153.48
JAN 2022 to JUL 2023	2.26%	\$680.00	2022	1.00%	\$645.81	\$34.19	19	\$649.54
AUG 2023 to JUL 2024	5.88%	\$720.00	2023	0.00%	\$645.81	\$74.19	12	\$890.24
AUG 2024 to JUL 2025	3.00%	\$741.60	2024	3.00%	\$665.19	\$76.41	12	\$916.94
AUG 2025 to APR 2026	2.30%	\$758.66	2025	2.30%	\$680.49	\$78.17	9	\$703.55
						Totals:	246	\$3,783.74

- [78] With regard to these calculations, I note that the exact dates are unclear for some of the rent increases. The months' column in the calculations would be more precise had the parties provided a table showing the rent charged for each month for the period in dispute. However, the Tenant's documents show the latest date that the rent increases would have been implemented.
- [79] For instance, although the exact date in 2018 that the Unit's rent increased to \$625.00 is unclear, the evidence presented establishes that it was \$625.00 by at least October of 2018.
- [80] In this case the Landlord was fully aware of the rent increases because the Landlord implemented them. This is not a case where unlawful increases occurred before the Landlord purchased the Residential Property. The Landlord prepared rent increase applications but ultimately did not complete the proper process with the Rental Office for above the allowable increases.
- [81] The Tenant provided extensive message correspondence with the Landlord where the Tenant provided the Landlord with information and resources for following the proper rent increase process.
- [82] In these circumstances, I find that there is no reduction to the Tenant's compensation regarding Tenant mitigation.
- [83] Based upon the evidence presented, the Unit's lawful rent is \$680.49 as of August 1, 2025.

⁷ <https://irac.pe.ca/wp-content/uploads/Order-LR25-32.pdf>

- [84] The Landlord must also pay the Tenant any May 2026 rent that the Tenant has already paid exceeding \$680.49 by the timeline below.

D. Must the Landlord compensate the Tenant regarding the installation of a heat pump and electricity usage?

- [85] The Tenant claims against the Landlord based upon one heat pump being installed in the Unit's living room around January 31, 2023. The Tenant argued that the Landlord is responsible for heat and therefore the Landlord should be paying the Tenant's increased electricity cost.
- [86] I find that the Tenant has not established this claim.
- [87] The parties' evidence establishes that the Residential Property has had a furnace oil based heating system since the tenancy started in 2005. The Landlord continued to provide heat from the furnace oil system after the heat pump was installed. I find that the Landlord has not removed or restricted a service.
- [88] Instead, the heat pump provides additional heat beyond the furnace oil system. It also provides air conditioning, which was not an included service.
- [89] As a result, the Tenant's claim regarding the heat pump installation and electricity costs is denied.
- [90] If the evidence had established that the Landlord removed or restricted the furnace oil system and thereby caused the Tenant to incur additional expenses, then the Tenant may have had a valid compensation claim.
- [91] Based upon the evidence presented, I am not satisfied that the Landlord is responsible for other electricity costs for the Residential Property. As a result, the Tenant's electricity claim regarding the furnace and the hot water heater is denied.

E. Must the Landlord compensate the Tenant regarding mice in the Unit?

- [92] For the reasons below, I find that the Tenant's compensation claim regarding mice is denied.
- [93] The evidence presented establishes that in early December 2025 the Tenant noticed mice in the Unit. On December 14, 2025 the Tenant text-messedaged the Landlord complaining about the mice.
- [94] Around March 2, 2026 the Landlord had a professional pest control company (the "Company") attend the Unit. The Tenant has not caught any mice in the Unit since the Company attended the Unit.
- [95] On March 3, 2026 the Department of Environmental Health ("Environmental Health") issued a letter regarding pest control for rodents.
- [96] The evidence presented does not support a compensation regarding the mice. The Landlord hired the Company and addressed the mouse issue before Environmental Health issued their letter. After a review of the text messages and other evidence presented by the parties, I am not satisfied that the Landlord was aware of the severity of the Tenant's issues with the mice.
- [97] During the hearing the Tenant raised a number of criticisms regarding the Company's report. However, I find that these criticisms do not impact the Tenant's compensation claim, which is denied.

F. Must the Landlord compensate the Tenant and complete repairs regarding a screen door and two bedroom windows?

[98] For the reasons below, I find that the Tenant's compensation claims regarding the screen door and the bedroom windows are denied. The Landlord must make the repair provided below and follow the requirements of the Provincial Fire Marshall.

Screen Door

[99] The Tenant stated that about three years ago he noticed the Unit's screen door was damaged by "*an act of God*" when he returned on a very windy day. The Tenant notified the Landlord of the damaged screen door and requested repairs.

[100] The Tenant argued that the Landlord received a \$40.00 rent increase effective August 1, 2023 based upon the Landlord repairing the screen door. The Tenant referred to the particulars of the Landlord's rent increase application (Form 12).

[101] The Landlord stated that the Tenant is responsible for the screen door damage. The Landlord thought his carpenter was going to fix the screen door but the carpenter did not complete this work.

[102] The Landlord plans on installing a steel door with a window that can allow air into the Unit.

[103] Based upon the evidence presented, I am not satisfied that the Tenant is responsible for a wilful or negligent act that damaged the screen door.

[104] I note that the screen door repair was only one of the Landlord's listed reasons in the Form 12 application for seeking this rent increase. Further, I determined above that the \$40.00 rent increase was unlawful and the Tenant has already been awarded a return of rent regarding this increase. I find that the Tenant's window screen compensation claim is denied.

[105] Instead, the Landlord must repair or replace the screen door with a properly functioning screen door. Or, the Landlord must install a steel door with a window that can allow air into the Unit. The Landlord must complete this work by July 22, 2026.

Bedroom Windows

[106] The Tenant submitted into evidence a Fire Inspection Report issued by the Provincial Fire Marshall. The evidence presented establishes that the Landlord is required to replace two of the Unit's windows in order to meet minimum egress requirements.

[107] The evidence presented does not establish that the Tenant previously raised the egress window issues with the Landlord until after the Repairs Notice was served. The Landlord provided evidence that he responded to the Fire Marshall regarding a timeline for installing the windows and the Landlord has not received a further response. The Landlord stated that the windows have arrived. However, the Landlord is unsure that the windows could be installed while the Tenant occupies the Unit because it will be necessary to cut the Residential Property's foundation to install the larger windows.

[108] The Tenant only recently raised the bedroom windows issue. I am not satisfied that a further rent deduction or compensation is supported at this time and the Tenant's compensation claim regarding the bedroom windows is denied.

[109] The Landlord must ensure that he follows the requirements provided by the Provincial Fire Marshall regarding the Residential Property.

CONCLUSION

- [110] The Application is allowed in part.
- [111] The Occupation Notice is invalid and the Tenant can continue living in the Unit.
- [112] The Unit's lawful rent is \$680.49 effective August 1, 2025.
- [113] The Landlord must pay the Tenant the amount of \$3,783.74 because of unlawful rent increases. The Landlord must pay the Tenant any May 2026 rent that the Tenant has already paid exceeding \$680.49 by July 22, 2026.
- [114] The Tenant's other financial claims against the Landlord in the Application are denied.
- [115] The Landlord must repair or replace the Unit's screen door with a properly functioning screen door. Or, the Landlord must install a steel door with a window that allows air into the Unit. The Landlord must complete this work by July 22, 2026.
- [116] The Landlord must ensure that he follows the requirements provided by the Provincial Fire Marshall regarding the Residential Property.

IT IS THEREFORE ORDERED THAT

1. The Occupation Notice is invalid and the Tenant can continue living in the Unit.
2. The Unit's lawful rent is \$680.49 effective August 1, 2025.
3. The Landlord must pay the Tenant the amount of \$3,783.74 by July 22, 2026 because of unlawful rent increases.
4. The Landlord must pay the Tenant any May 2026 rent that the Tenant has already paid exceeding \$680.49 by July 22, 2026.
5. The Landlord must repair or replace the Unit's screen door with a properly functioning screen door. Or, the Landlord must install a steel door with a window that allows air into the Unit. The Landlord must complete this work by July 22, 2026.
6. The Landlord must ensure that he follows the requirements provided by the Provincial Fire Marshall regarding the Residential Property.

DATED at Charlottetown, Prince Edward Island, this 22nd day of May, 2026.

(sgd.) Andrew Cudmore

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.