

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlords seek an order requiring the Tenant to vacate the Unit for nonpayment of rent.
- [3] The Tenant disputes the Landlords’ eviction notice.

DISPOSITION

- [4] The Unit’s lawful rent for April 2026 and May 2026 is \$560.00.
- [5] The monthly rent remains at \$560.00 until the first day of the month following the date on which the Landlords confirm in writing to the Tenant that the one-month passive monitoring period required by the Health Letter has been completed.
- [6] The Notice is invalid, and the Tenant can continue living in the Unit.

BACKGROUND

- [7] The Unit is an apartment in a multi-unit building (the “Residential Property”) owned by the Landlords.
- [8] On December 1, 2022, the Tenant and a previous landlord entered into an oral monthly tenancy agreement for the Unit. On a later date, the Landlords’ witness (the “Former Landlord”) took ownership of the Residential Property and the tenancy agreement continued.
- [9] On January 28, 2026, the Former Landlord and the Tenant participated in a Rental Office hearing, and on February 6, 2026, the Rental Office issued Order LD26-057 (the “Order”). The Order stated that the Unit’s rent would be reduced from \$800.00 to \$560.00 until the Former Landlord had complied with the requirements outlined in an Environmental Health Letter (the “Health Letter”).
- [10] On March 30, 2026, the Landlords purchased the Residential Property from the Former Landlord, and the tenancy agreement continued. The amount of monthly rent is in dispute. The parties also dispute whether a security deposit was paid.
- [11] On April 2, 2026, the Landlords served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 22, 2026 (the “Notice”) for failing to pay rent for April 2026 in the amount of \$818.00.
- [12] On April 13, 2026, the Tenant filed with the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice (the “Application”). The Application was served to the Landlords electronically on April 16, 2026.
- [13] I am satisfied that the Application was filed within the 10-day timeline under clause 60(4)(b) of the Act, as the tenth day (April 12, 2026) was a Sunday and the Rental Office was not open for business. The Tenant filed on the next business day that the Rental Office was open. Subsection 33(7) of the *Interpretation Act* 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.
- [14] On April 24, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for May 7, 2026.

- [15] On May 1, 2026, the Rental Office emailed the parties one audio recording and a 64-page PDF (the "Evidence Package").
- [16] On May 5, 2026, the Tenant sent an email to the Rental Office and the Landlords with additional evidence (the "Tenant's Additional Evidence").
- [17] On May 7, 2026, the Tenant, one of the Landlords representing both Landlords (the "Landlord"), and the Former Landlord, participated in the tele-hearing. The parties confirmed receipt of the Evidence Package and that it included everything they had submitted.
- [18] The Landlord stated she did not receive a copy of the Tenant's Additional Evidence. The Landlord requested that I email her a copy for her to review before the hearing commenced. I emailed the Landlord a copy of the Tenant's Additional Evidence, and the hearing was briefly postponed. The Landlord confirmed she was prepared to proceed with the hearing after reviewing the Tenant's Additional Evidence.
- [19] The Landlords were permitted to submit additional evidence after the hearing. On May 15, 2026, the Landlords submitted additional evidence, which was shared with the Tenant. The Tenant was provided with a response deadline of May 19, 2026.
- [20] On May 18, 2026, the Tenant submitted a response to the Landlords' evidence, which was shared with the Landlords. No further submissions were received from the parties after May 19, 2026.

ISSUES

- A. What is the Unit's lawful rent for April 2026 and May 2026?
- B. Must the Tenant vacate the Unit due to the Notice?

EVIDENCE

The Former Landlord's evidence and submissions

- [21] The Health Letter required the Former Landlord to have a professional pest control company treat the Residential Property for cockroaches. The Former Landlord arranged for Legault Pest Management ("Legault") to treat the Residential Property.
- [22] Around March 30, 2026, the Landlords purchased the Residential Property. The Former Landlord did not advise the Landlords of the Order or the Health Letter, but he did advise them that he had arranged the pest treatments.
- [23] The Former Landlord submitted an email from a Legault employee dated May 14, 2026. The email stated the first treatment was on March 20, 2026; the second on April 2, 2026; and the third on April 16, 2026. Legault completed a final inspection on April 24, 2026, and did an additional treatment in some empty units.
- [24] The email stated Legault will perform another inspection during the week following May 14, 2026. The Former Landlord did not know whether Legault was undergoing the one-month passive monitoring upon completion of the treatments, as required by the Health Letter. He did not notice that requirement in the Health Letter when he hired Legault.
- [25] The Former Landlord received the Tenant's rent payments from the Tenant's AccessAbility Supports Program worker. The worker would calculate the allowable rent increase each year and apply it when applicable. By the time the Former Landlord sold the Residential Property to the Landlords, the Unit's rent had increased to \$818.00 from the \$800.00 stated in the Order.

- [26] The Order also required the Former Landlord to compensate the Tenant \$1,462.01 and return a portion of the Tenant's February 2026 rent. The Former Landlord and the Tenant entered into an oral agreement that the Tenant would not have to pay rent for February or March, and that the compensation owed would be satisfied.
- [27] When the Former Landlord and the Tenant agreed to the February and March rent abatement in lieu of the Order's compensation, the Tenant agreed that in April the rent would return to \$818.00 monthly under the Landlords. The Former Landlord told the Tenant that she would have to pay April's rent to the Landlords and that there was no agreement for a rent abatement for April.

The Landlord's evidence and submissions

- [28] The Landlords purchased the Residential Property from the Former Landlord on March 30, 2026. The Landlords were unaware of the Order or the Health Letter, but were aware of the pest treatments the Former Landlord had arranged.
- [29] The Tenant failed to pay rent for April 2026, and on April 2, 2026, the Landlords served the Notice. When the Landlord served the Notice, she believed that the Tenant's disability benefits had been terminated and that the Tenant would no longer be able to pay rent. The Tenant did not even pay the \$560.00 that the Tenant argues is the rent owed for April.
- [30] The Landlord argued that \$818.00 was the rent owed for April because the requirements in the Health Letter were completed on March 20, 2026, when Legault completed the first treatment. Additionally, the purchase and sale agreement stated that the Unit's rent was \$818.00.
- [31] The Landlord does not want to complete the Tenant's proof-of-residency and direct-payment forms for the AccessAbility Supports Program until after a decision has been made in this matter. The Landlords were not provided with the forms until May 2, 2026, after the Notice was served, so the non-payment of rent was not the Landlords' fault. The Landlords do not want to continue the tenancy, even if rent is paid, due to issues the Former Landlord had with the Tenant.

The Tenant's evidence and submissions

- [32] The Tenant is disputing the Notice. In March 2026, the Tenant's AccessAbility Supports Program payments were temporarily suspended, but she has access to the funds again. The suspension of the funds was beyond her control, and she should not be evicted as a result.
- [33] The Tenant should not owe rent for April 2026 because the Tenant and the Former Landlord entered into an oral agreement in March 2026. They agreed that the Tenant would not have to pay rent for February, March, or April, in lieu of the compensation the Former Landlord owed the Tenant under the Order. The Tenant asked for this agreement in writing, but the Former Landlord did not provide it.
- [34] The Notice should be invalidated because the rent owing for April 2026 was \$560.00 and not \$818.00. The Order states that the rent is reduced to \$560.00 until the Health Letter's requirements are actioned. The Residential Property was not fully treated until April 24, 2026, and the Health Letter states that passive monitoring is required for 1 month after the treatments are complete. As a result, the rent would not return to \$818.00 until at least May 24, 2026.
- [35] The Tenant requires the Landlords to complete proof-of-residency and direct-payment forms so that her rent can be paid through the AccessAbility Supports Program. On May 2, 2026, the Tenant sent the forms to the Landlords; however, the Landlords have refused to complete them. The Landlords' refusal to complete the forms is hindering the Tenant's ability to pay the rent owing.

ANALYSIS

[36] The onus is on the Landlords, as the parties asserting their claims against the Tenant, to provide clear evidence to establish those claims on a balance of probabilities.

[37] The Landlords' reason for terminating the tenancy in the Notice is under subsection 60(1) of the Act, which states:

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. What is the Unit's lawful rent for April 2026 and May 2026?

[38] To determine the validity of the Notice, I must first determine the Unit's monthly rent. The Landlords' evidence is that the Unit's rent reverted to \$818.00 on April 1, 2026, because Legault completed the first treatment on March 20, 2026, thereby satisfying the requirements under the Order and the Health Letter.

[39] The Tenant's evidence is that the Unit's rent for April was \$560.00 and will not revert to \$818.00 until at least May 24, 2026, because the requirements under the Order and the Health Letter cannot be completed until then. The Tenant also argued that the Former Landlord agreed to a rent abatement for April 2026 in lieu of compensation owed under the Order.

[40] I note that the Order states that the Unit's rent is \$560.00 until "*the Landlord has actioned the requirements in the Health Letter.*"

[41] Additionally, the Health Letter states:

"Ensure that a professional pest control company completes all necessary treatments to eliminate all the cockroaches..."

Following the completion of treatment, ensure passive monitoring (glue boards or bait stations) for the period of one month, keeping records of each visit."

[42] I find that the Landlord has not established that the requirements under the Order and the Health Letter were completed after the first treatment on March 20, 2026. The Health Letter states that the pest control company must complete "*all necessary treatments.*" As Legault did not complete their treatments and conduct a final inspection until April 24, 2026, I find that "all necessary treatments" were not completed until then.

[43] As such, I find that the requirements under the Order and the Health Letter could not be completed before May 24, 2026, provided that one month of passive monitoring with glue boards or bait stations has also been completed.

[44] Therefore, I find that the Unit's rent for April 2026 and May 2026 is \$560.00, not \$818.00.

[45] I further find that the monthly rent remains at \$560.00 until the first day of the month following the date on which the Landlords confirm in writing to the Tenant that the one-month passive monitoring period required by the Health Letter has been completed.

- [46] I find that the Tenant has not established an agreement with the Former Landlord that the Tenant was not required to pay rent for April 2026. The Tenant provided insufficient evidence, such as a written agreement, that the Former Landlord agreed to a rent abatement for April 2026. Additionally, the Former Landlord testified that he did not agree to a rent abatement for April 2026 and stated he told the Tenant to pay the Landlords the rent for April.

B. Must the Tenant vacate the Unit due to the Notice?

- [47] Clause 53(d) of the Act states:

In order to be effective, a notice of termination shall be in writing and shall

(d) except for a notice of termination under section 56, state the grounds for ending the tenancy.

- [48] The Landlord stated that she is seeking to terminate the tenancy because the Tenant failed to pay April's rent of \$818.00. However, I have found that the Tenant only owed \$560.00 for April's rent.

- [49] Clause 53(d) facilitates procedural fairness by requiring that the person who receives an eviction notice be provided with the landlord's reasons for the eviction, such as the amount of rent owing. If the amount of rent owing stated on an eviction notice exceeds the actual amount owed, a tenant could be placed in a procedurally unfair position when attempting to invalidate the notice under clause 60(4)(a) of the Act.

- [50] In Order LR26-16, the Commission made the following comments regarding a landlord ending a tenancy:

"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.

*Therefore, the burden rests on the Landlord to establish, on a balance of probabilities, that one or more of the grounds for termination under section 61(1) of the Act have been met. This requires demonstrating that it is more likely than not that the alleged conduct occurred and that it meets the statutory threshold for eviction."*¹

- [51] Despite the Landlord's argument that the Tenant did not even pay \$560.00 towards the rent owing for April, I find that the Landlord stated a higher amount of rent owing on the Notice than the actual amount owed. As the Notice overstated the amount of rent owing, it did not accurately reflect the "grounds for ending the tenancy" under clause 53(d) of the Act.

- [52] Additionally, I find that the overstatement was material because the lawful rent had already been determined in an earlier Rental Office Order (LD26-057).

- [53] As such, I find that the Landlord has not established the grounds for termination in the Notice, which is that the Tenant owed \$818.00 in rent at the time the Notice was served. I find that the Notice is invalid and the Application is allowed.

- [54] The evidence establishes that the rent for April 2026 and May 2026, totalling \$1,120.00, remains outstanding. The parties must cooperate to access the rental funding available to the Tenant.

¹ Margaret Clow v. Montague Housing Authority 2026 PEIRAC 21, paras 49 & 50.

IT IS THEREFORE ORDERED THAT

1. The Unit's lawful rent for April 2026 and May 2026 is \$560.00.
2. The monthly rent remains at \$560.00 until the first day of the month following the date on which the Landlords confirm in writing to the Tenant that the one-month passive monitoring period required by the Health Letter has been completed.
3. The Notice is invalid, and the Tenant can continue living in the Unit.

DATED at Charlottetown, Prince Edward Island, this 25th day of May, 2026.

(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 **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.