

**INTRODUCTION**

- [1] This decision determines the eviction dispute in two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant requested that the Rental Office inspect the Unit.
- [3] The Tenant disputes an eviction notice that the Landlord served for non-payment of rent, repeatedly late rent payments and damage. The Landlord seeks an order requiring the Tenant and all occupants to vacate the Unit.

**DISPOSITION**

- [4] The Tenant's request for the Rental Office to inspect the Unit was denied on April 24, 2026.
- [5] I find that the Notice is valid and the Tenant and all occupants must vacate the Unit by the timeline below.

**BACKGROUND**

- [6] The Unit is a two-bedroom apartment located in a seven-unit building (the "Residential Property") that the Landlord has operated for four years.
- [7] The Tenant occupies the Unit under a monthly tenancy agreement. A security deposit of \$250.00 was paid. Rent in the amount of \$1,053.69 is due on the first day of the month.
- [8] On or about February 3, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of February 13, 2026 (the "Notice") for non-payment of rent in the amount of \$2,107.38, repeatedly late rent payments, and damage. The earliest possible vacate date was February 23, 2026 for the reasons provided below.
- [9] On February 10, 2026 the Tenant's representative ("RP") filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office disputing the Notice, which is determined in this decision. The Tenant Application's compensation claims are determined in Order LD26-175.
- [10] On March 16, 2026 the Landlord's representative 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, which is determined in this decision. The Landlord Application also seeks rent owing and compensation for water damage, which are determined in Order LD26-175.
- [11] On April 10, 2026 the Rental Office sent the parties notice of a paper-based hearing with an evidence and submissions timeline of April 20, 2026.
- [12] On April 20, 2026 at 4:04 p.m. RP emailed the Rental Office stating that it would receive *"30" large additional attachment files related to the "Partial" Evidence Package.* RP also stated that *"Due to the large file sizes (GB), transmission and downloads may take some additional time to transfer and download or the system could reject as being too large for certain attachments."*
- [13] On April 21, 2026 the Rental Office responded to RP informing that the 30 attachments had not been received. RP responded stating that RP would divide each file into smaller parts and resend them as soon as possible. RP also stated that a hard copy would be delivered to the Rental Office.

- [14] On April 24, 2026 the Rental Office denied the Tenant's request for a Rental Office inspection. The Rental Office extended the evidence submission timeline to April 29, 2026 at 4:00 p.m. and provided RP with a TitanFile link for submitting documents electronically.
- [15] On April 29, 2026 RP emailed the Rental Office stating that an "original document" was currently at the printer with additional copies being printed. RP stated that the copies may not be ready by 4:00 p.m. and would certainly be available the next day.
- [16] The Rental Office did not receive RP's 30 attachments or the copies of the "original document" referred to in RP's April 29, 2026 email.
- [17] On May 6, 2026 the Rental Office sent the parties an 82-page PDF evidence package.
- [18] On May 19, 2026 the Rental Office sent the parties a 4-page PDF response evidence package.
- [19] I have reviewed the evidence and submissions provided and determined the eviction matter below.

### PRELIMINARY MATTERS

- [20] The Tenant Application requested that the Rental Office complete an on-site inspection of the Unit.
- [21] On April 24, 2026 the Rental Office emailed RP informing that the Rental Office inspection request was denied because, with the coming into force of the *Residential Tenancy Act*, the Rental Office no longer conducts on-site inspections as part of the adjudication process.
- [22] I note that the Department of Environmental Health has its own line of authority separate from the Rental Office. A tenant cannot force Environmental Health to complete an inspection through a Rental Office application.
- [23] In the April 24, 2026 Rental Office email RP was also informed that RP's request for an oral hearing was denied. The matters in dispute can be determined through the paper-based process, which is an authorized process under subsection 80(1) of the *Act*.

### ISSUE

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

### ANALYSIS

#### Notice Content

- [24] The Tenant Application claims that the Notice is invalid because it is dated for 2006.
- [25] However, the Notice is dated February 3, 2026 for effect on February 13, 2026. Further, if this type of typographical error existed, then it could be corrected through an amendment under clause 85(1)(l) of the *Act*.
- [26] The Landlord served the Notice on or about February 3, 2026 with the first ground being non-payment of rent under subsection 60(1) of the *Act*. The Landlord provided a vacate date of February 13, 2026. This subsection 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.*

- [27] The earliest possible vacate date was February 23, 2026 because of the minimum twenty-day notice period. The vacate date is automatically corrected by operation of law under section 54 of the *Act*.
- [28] The Tenant alleges that that the Notice was not signed by an authorized representative of the Landlord. However, the evidence presented establishes that a director of the Landlord signed the Notice.

### Determination

- [29] The Tenant was responsible for paying January rent to the Landlord in the amount of \$1,053.69 by January 1, 2026 plus an additional \$1,053.69 by February 1, 2026. The evidence establishes that the rent was not paid on time and \$2,107.38 was owing as of February 3, 2026.
- [30] The Tenant has not paid rent since the Notice was served. Therefore, the Notice was not invalidated under clause 60(4)(a) of the *Act*, which states:

*Within 10 days after receiving a notice of termination under this section, the tenant may (a) pay the overdue rent, in which case the notice of termination has no effect.*

- [31] The evidence presented establishes that March (\$1,053.69), April (\$1,053.69) and May rent (\$1,053.69) are also outstanding.
- [32] 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*.
- [33] The Tenant Application raises a number of issues regarding the Unit's condition. However, subsection 19(1) of the *Act* states as follows:

*A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.*

- [34] The Tenant has not established that the Tenant had an express right to withhold rent.
- [35] Further, in Order LD26-175 the Tenant Application compensation claims are denied.
- [36] Even if the Tenant's compensation claims in the Tenant Application had been established, the *Act* still required the Tenant to pay rent on time.
- [37] The *Act* does not provide tenants with an immediate right to withhold rent because they perceive deficiencies with a rental unit's condition or observe pests. The *Act* does not exempt a Tenant from paying rent because they are paying rent for another property.
- [38] For these reasons, I find that the Notice is valid and the Landlord Application is allowed. The Tenant Application is denied.
- [39] The Tenant and all occupants must vacate the Unit by the timeline below.
- [40] It is unnecessary to determine the other termination grounds in the Notice in this decision regarding repeatedly late rent payments and damage.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective **5:00 p.m. on June 4, 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 28th 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 **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.