

INTRODUCTION

- [1] This decision addresses two applications filed by the Tenant and the Landlord with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Tenant seeks a determination against the Landlord.
- [3] The Landlord seeks an order against the Tenant for rent owing.

BACKGROUND

- [4] The Unit is a three-bedroom, one-bathroom basement apartment in a split-entry dwelling, owned by the Landlord.
- [5] On February 13, 2026, the parties signed a written, fixed-term tenancy agreement for the Unit beginning March 1, 2026. Rent in the amount of \$1,480.00 is due on the first day of the month. A \$1,000.00 security deposit was required to be paid by March 1, 2026. Electricity is the Tenant's responsibility.
- [6] On February 25, 2026, the Tenant paid the Landlord \$400.00 in cash towards the security deposit.
- [7] On March 26, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with a vacate date of April 1, 2026 for not paying the security deposit. For the reasons below, I find that the March 26 eviction notice is invalid.
- [8] This eviction notice was missing the year "2026" from its date. Section 53 of the *Act* requires an eviction notice to be dated. Further, the Tenant's evidence suggests she attempted to dispute this eviction notice, however, provided insufficient evidence to support filing a complete application with the Rental Office and serving it to the Landlord.
- [9] On April 2, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with a vacate date of May 1, 2026 (the "Notice") for non-payment of rent, not paying the security deposit and repeatedly late rent payments. The particulars of termination state:

"Only received \$400 of \$1000 for damage/security. Also have not received rent for March 2026, hence previous eviction notice."
- [10] On April 9, 2026 after 4:00 p.m. the Tenant e-mailed the Rental Office and the Landlord a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application"), selecting numerous claims, but essentially disputing the Notice, which is determined in Order LD26-179. The Tenant is also seeking a determination against the Landlord, which is determined in this decision. The Tenant Application was not filed until April 10, 2026 by operation of law.
- [11] The Tenant attempted to file several other applications with the Rental Office, selecting numerous claims. These other applications were rejected because the Tenant Application already included the relevant claims and the remaining claims were trivial, vexatious, and an abuse of process (see clause 77(1)(ii)).
- [12] On May 1, 2026, the Landlord e-mailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") seeking vacant possession of the Unit, which is determined in Order LD26-179. The Landlord is also seeking rent owing, which is determined in this decision.
- [13] On May 13, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for May 28, 2026. The Tenant e-mailed the Rental Office requesting an adjournment, which was allowed.

- [14] On May 20, 2026, the Rental Office e-mailed the parties a new notice of a tele-hearing scheduled for May 29, 2026.
- [15] On May 22, 2026, the Rental Office provided the parties a 115-page PDF and 1-video evidence package.
- [16] On May 27, 2026, the Tenant e-mailed the Rental Office requesting another adjournment, without providing a reason. The adjournment was denied.
- [17] On May 29, 2026 at 7:13 a.m. the Tenant e-mailed the Rental Office again requesting a further adjournment. The Tenant stated she would not attend the tele-hearing and provided two photographs supporting the reason for the adjournment.
- [18] On May 29, 2026 at 8:06 a.m. the Rental Office e-mailed the Tenant again denying the adjournment request. The Rental Office also informed the Tenant that she may have a representative at the tele-hearing and provided an estimation for the tele-hearing's time commitment.
- [19] On May 29, 2026 at 9:10 a.m. the Landlord and the Landlord's witness participated in the tele-hearing. I telephoned the Tenant twice and received no response. The tele-hearing proceeded ten minutes after the scheduled time in the Tenant's absence. The Landlord confirmed that he received the evidence package and confirmed that all documentary evidence was included. The Landlord stated that he did not see some of the video-recordings in the evidence, which were submitted to prove all documents were served to the Tenant. I noted that only one video-recording was submitted to the Rental Office.

DISPOSITION

- [20] The Landlord is reminded to provide sufficient notice to the Tenant under section 23 of the *Act* when entering the Unit. No further remedy is established.
- [21] The Tenant must pay the Landlord \$5,075.79 in rent owing and unpaid utilities, in accordance with the timeline below.

ISSUES

- A. Has the Landlord entered the Unit unlawfully under the *Act*?
- B. Does the Tenant owe rent and unpaid utilities to the Landlord?

ANALYSIS & FINDINGS

Unlawful entry

- [22] Section 23 of the *Act* restricts the Landlord from entering the Unit unless sufficient notice is provided.
- [23] The Tenant's evidence alleges that the Landlord entered the Unit without providing the Tenant notice.
- [24] The Landlord stated that he occupies the premises above the Unit. The Landlord stated that he noticed the temperature was high in his premises. The Landlord stated that the furnace room is in the Unit and he knocked and entered without providing the Tenant notice. The Landlord stated that he was not inspecting the Unit but wanted to check the furnace to ensure it was properly working. The Landlord stated that he noticed a window was open in the Unit.

- [25] In this case, I find that the circumstances presented do not rise to a level of an emergency, which would exempt the Landlord from having to provide 24-hour notice. However, I also find that the evidence presented establishes this breach is on the low-end of severity.
- [26] I remind the Landlord to ensure he complies with the *Act* and provides sufficient notice to tenants when entering a rental unit. I find that no further remedy is established in this case.
- [27] The Tenant Application is denied in part.

Rent owing

- [28] The evidence establishes that the Tenant owes the Landlord rent for March 2026, April 2026 and May 2026, in the total amount of \$4,440.00 (\$1,480.00 x 3 months).
- [29] In Order LD26-179 the tenancy is terminated effective June 5, 2026. Therefore, the Tenant must also pay the Landlord prorated June rent, in the amount of \$246.67 (5 days / 30 days x \$1,480.00).
- [30] The evidence also establishes that electricity is the Tenant's responsibility under the tenancy agreement. The Landlord's evidence establishes that the Tenant owes \$389.12 in unpaid electricity (\$69.01 for March + \$137.89 for April + \$182.22 for May 2026).
- [31] The Landlord Application is allowed. The Tenant must pay the Landlord rent owing and unpaid utilities in the total amount of \$5,075.79 (\$4,686.67 + \$389.12) in accordance with the timeline below.
- [32] I note that the subsection 40(2) of the *Act* authorizes a landlord to keep from a security deposit an amount that the Rental Office has ordered a tenant to pay to the landlord and that remains unpaid at the end of the tenancy.
- [33] If the Tenant's outstanding rent plus utilities remains unpaid as of June 5, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's \$400.00 security deposit to offset part of the outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the total amount of \$5,075.79 by June 29, 2026.
2. If the Tenant's outstanding rent plus utilities remains unpaid as of June 5, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit to offset part of the outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 29th day of May, 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 **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.