

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 the end of the tenancy and the Landlord removing personal property from the Unit. The parties question who is the proper recipient of July 2026 rent. The Tenant seeks the return of her security deposit and moving expenses.

DISPOSITION

- [3] I find that the tenancy will continue and the Tenant can continue living in the Unit.
- [4] The Landlord is prohibited from removing personal property from the Unit as provided below.
- [5] Based upon the evidence presented, under the *Act* the Landlord is the proper recipient of July 2026 rent.
- [6] The Tenant’s claims for the return of the security deposit and moving expenses are denied.

BACKGROUND

- [7] The Unit is a five-bedroom, three-and-a-half-bathroom single family home that the Landlord has owned for about 11 years.
- [8] On January 21, 2026 the Landlord and the Tenant entered into a written, fixed-term tenancy agreement from March 1, 2026 to February 28, 2027. On January 21, 2026 the Tenant paid the Landlord a security deposit in the amount of \$2,800.00. Rent in the amount of \$2,800.00 is due on the first day of the month.
- [9] On June 12, 2026 the Landlord messaged the Tenant stating that the Tenant would need to vacate the Unit around June 30, 2026 and the Landlord would remove appliances and other personal property.
- [10] On June 24, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* disputing eviction, prohibiting the removal of personal property, seeking the return of the security deposit and seeking compensation (the “Application”). The Tenant served the Landlord with the Application by email and by text-message.
- [11] On June 24, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for June 30, 2026, along with a copy of the Application.
- [12] On June 28, 2026 the Tenant sent the Rental Office and the Landlord an email with ten attachments as evidence. The Rental Office and the Tenant did not receive any documentary evidence from the Landlord.
- [13] On June 30, 2026 the parties joined the tele-hearing. The parties confirmed that they received the evidence for this dispute and that all evidence submitted was included. The Landlord confirmed that he had not previously submitted any evidence.
- [14] At the hearing the Landlord stated that he was going to provide Taylor McLellan Cochrane Lawyers with a copy of this Order through Cathy Jones. The parties agreed to the Rental Office sending a copy of this Order to the email address for Cathy Jones in the link that was provided to the parties during the hearing.

ISSUES

- A. Must the Tenant move out of the Unit?
- B. Can the Landlord remove appliances and other personal property from the Unit?
- C. Who is the proper recipient of the Unit's July 2026 rent under the *Act*?
- D. Must the Landlord return the Tenant's security deposit?
- E. Must the Landlord compensate the Tenant for moving expenses?

ANALYSIS**A. Must the Tenant move out of the Unit?**

[15] At the hearing the Landlord confirmed that he was not seeking to end the tenancy under the June 12, 2026 text-message to the Tenant. As a result, I find that the Landlord's request to vacate the Unit is withdrawn and the Tenant is not required to move out of the Unit.

[16] The *Act* does not allow a landlord to end a tenancy agreement solely because mortgage or foreclosure proceedings have been commenced against the landlord. It would be necessary for the landlord to have a lawful reason for ending the tenancy.

[17] Subsection 51(1) of the *Act* provides the Tenant with security that they can continue living the Unit. This subsection states:

A tenancy shall be terminated only in accordance with this Act.

[18] Further, no court order would be enforceable against the Tenant unless the Tenant was made a party to the proceeding. Section 105 of the *Act* states:

Despite any other enactment, no order of a court in a proceeding involving a foreclosure or an estate, a proceeding under the Divorce Act (Canada) or the Family Law Act R.S.P.E.I. 1988, Cap. F-2.1, or another proceeding that affects possession of a rental unit is enforceable against a tenant of the rental unit unless the tenant was a party to the proceeding.

[19] Even if the Unit was sold and the Tenant was served with the proper eviction notice, the purchaser would need to wait until at least the end of the fixed-term before the Tenant would be required to move out (see subsections 62(2) and 63(4)).

[20] Therefore, even if valid notice was given under sections 62 or 63, the Tenant would not need to move out before February 28, 2027.

[21] I note that under section 53 of the *Act* the Landlord was required to use the Rental Office's approved form to end the tenancy.

[22] In Order LR24-66 the Island Regulatory and Appeals Commission (the "Commission") determined a matter where a tenant had filed an application disputing an eviction notice. The Commission determined that non-compliance with section 53 invalidates an eviction notice. In particular, the Commission considered non-compliance with the signing requirement in subsection 53(a), stating as follows (paragraph 19):

"In addition, the Form 4(A) eviction notice, dated July 30, 2024 and received by the Rental Office by email on August 23, 2024 (Exhibit E-8) was unsigned. Pursuant to clause 53(a)

of the Act, a notice of termination shall be signed by the landlord in order to be effective. There is no signed version of this document in evidence before the Commission. Without a signed Form 4(A) in evidence, the eviction fails on that point alone.”

[23] The Landlord could not rely upon the June 12, 2026 text-message to end the tenancy because the Landlord did not use the Rental Office's approved form.

[24] For these reasons, I find that the tenancy continues and the Tenant can continue living in the Unit.

[25] The Landlord and the Tenant may later agree in writing to end the tenancy. Subsection 51(3) states:

A landlord and a tenant may make a written agreement, other than a tenancy agreement, to end a tenancy.

[26] The Tenant could also make a further application to the Rental Office seeking to end the tenancy on a specific date.

B. Can the Landlord remove appliances and other personal property from the Unit?

[27] At the hearing the Landlord stated that he was no longer seeking to remove personal property from the Unit.

[28] I direct the Landlord to subsection 21(1) of the Act, which prohibits the termination and restriction of services and facilities as follows:

*A landlord shall not terminate or restrict a service or facility if
(a) the service or facility is reasonably related to the tenant's use and enjoyment of the rental unit as living accommodation; or
(b) the service or facility is a term of the tenancy agreement.*

[29] I find that the Landlord is prohibited from removing appliances and other personal property from the Unit while the Tenant continues to rent the Unit under subsection 21(1).

C. Who is the proper recipient of the Unit's July 2026 rent under the Act?

[30] Under the Tenancy Agreement, the Tenant is required to pay rent to the Landlord by the first day of the month.

[31] At the hearing the Landlord stated that he is the proper recipient of the Tenant's July 2026 rent.

[32] The Tenant stated that she has not been contacted by a representative of the Landlord's bank.

[33] Based upon the evidence presented, under the Act the Landlord is the proper recipient of the Unit's rent for July 2026.

D. Must the Landlord return the Tenant's security deposit?

[34] The Tenant seeks the return of her security deposit.

[35] The Landlord seeks to keep the security deposit until the tenancy ends.

[36] Subsection 40(1) of the Act provides that a security deposit does not need to be returned until 15 days after the tenancy ends or is assigned. A landlord can also file an application with the Rental Office to keep the security deposit within this 15-day timeline.

[37] At this time the tenancy has not ended. Instead, this decision orders that the tenancy will continue.

[38] I find that this security deposit claim is denied because it has been made too early.

[39] I also note that under section 104 of the *Act*, a person who acquires the interest of the Landlord in the Unit takes on the Landlord's security deposit obligations. This section states:

The obligations of a landlord under this Act with respect to a security deposit pass to a person who acquires the interest of the landlord in the rental unit.

[40] In this case the Landlord collected a \$2,800.00 security deposit. Interest also accumulates on the security deposit under subsection 14(9). The rules for keeping or returning a security deposit are provided in section 40.

E. Must the Landlord compensate the Tenant for moving expenses?

[41] The Tenant claims against the Landlord for moving expenses.

[42] However, this decision determines that the Tenant can continue living in the Unit.

[43] As a result, the Tenant's claim for moving expenses is denied at this time.

IT IS THEREFORE ORDERED THAT

1. The tenancy will continue and the Tenant can continue living in the Unit.
2. The Landlord is prohibited from removing appliances and other personal property from the Unit while the Tenant continues to rent the Unit under subsection 21(1) of the *Act*.
3. Under the *Act*, the Landlord is the proper recipient of the Tenant's July 2026 rent payment.
4. The Tenant's claims for the return of the security deposit and moving expenses are denied at this time.

DATED at Charlottetown, Prince Edward Island, this 3rd day of July, 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.