

INTRODUCTION

- [1] This decision addresses an application filed by the Tenant with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord served an eviction notice to the Tenant for repeatedly late rent payments, causing damage to the Unit and refusing access to the Unit.
- [3] The Tenant disputed the reasons in the eviction notice under subsection 61(5) of the *Act*. The Tenant also requests that the Landlord provide a copy of the tenancy agreement, and a determination that the Landlord contravened the Tenant’s rights under the *Act*.

BACKGROUND

- [4] The Landlord owns a plot of land that contains a cabin, an RV, a barn and the Unit (the “Residential Property”).
- [5] The Unit is a two-bedroom, one-bathroom single-family dwelling.
- [6] On or around March 15, 2026 the Tenant moved into the Unit and paid the Landlord a \$500.00 security deposit.
- [7] On April 10, 2026 the parties signed a written, monthly tenancy agreement. Rent in the amount of \$950.00 is due on the first day of the month.
- [8] On June 12, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of July 31, 2026 for repeatedly late rent payments, causing damage to the Unit and refusing access to the Unit (the “Notice”). The particulars of termination state:

“You refused to allow real estate broker to show house during April, May, and June. I have potential buyers that need to see inside house.”

- [9] On June 17, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice, requesting a copy of the tenancy agreement, and a determination that the Landlord contravened the Tenant’s rights under the *Act* (the “Application”).
- [10] On June 22, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for July 14, 2026.
- [11] On July 8, 2026 the Rental Office e-mailed the parties a 44-page PDF and 2-video evidence package.
- [12] On July 14, 2026 the Tenant and the Landlord participated in the tele-hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

- [13] The Notice is invalid and the tenancy will continue in full force and effect.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit due to the Notice?
- B. Has the Landlord contravened the Tenant's rights under the Act?

ANALYSIS & FINDINGS

Eviction

- [14] In eviction disputes, the Landlord has the onus to prove that there is a valid reason to end the tenancy on the civil standard of a balance of probabilities.
- [15] The Landlord's reasons for terminating the tenancy in the Notice are under clauses 61(1)(b), (f) and (g) of the Act, which state:

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

- (b) the tenant is repeatedly late in paying rent;*
- (f) the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property;*
- (g) the tenant does not repair damage to the rental unit or residential property, as required under section 28(4), within a reasonable time.*

- [16] In Order LR26-16 the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding a landlord ending a tenancy, stating:

"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

- [17] For the reasons below, I find that the Landlord has not established a valid reason in the Notice to end the tenancy.
- [18] To reiterate the Commission's comments, ending a tenancy is a serious matter. Landlords must provide convincing evidence to justify ending a tenancy.
- [19] In the Notice there are essentially four reasons for ending the tenancy, although only three reasons are selected. The fourth reason is contained in the particulars of termination.

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

1. Repeatedly late paying rent (first reason)

- [20] The evidence presented establishes that the Tenant was late paying the rent in the months of May 2026 and June 2026. The Tenant gave the Landlord notice that he would be late and the Landlord did not respond directly. Further, the Landlord did not serve an eviction notice for non-payment of rent and did not explicitly inform the Tenant that any further late rent payments would not be acceptable.
- [21] I find that two late rent payments alone do not justify ending a tenancy under clause 61(1)(b). Additionally, in this case, it would be reasonable for the Tenant to believe the Landlord had no issue with the late rent payments, as the Landlord did not answer the Tenant's question about paying rent later. This reason to end the tenancy is denied.

2. Damage and failure to repair (second and third reason)

- [22] The Landlord's evidence does not establish the Tenant, or a person permitted in the Unit by the Tenant has caused damage to the Unit.
- [23] The Tenant denied the Landlord's allegations of causing damage. Further, the Landlord stated that he was "*unsure what damage existed in the Unit because he cannot get access to the Unit.*" Further, the Landlord alleged that the Tenant caused damage to the Unit's floors. However, the Landlord did not submit evidence to support this allegation. This reason for ending the tenancy is denied.

3. Preventing access to the Unit (fourth reason)

- [24] Although the Landlord did not select a reason contained in the Notice, the particulars of termination in the Notice allege the Tenant has prevented the Landlord and the Landlord's agent access to the Unit.
- [25] A landlord's right to enter a rental unit is outlined under section 23 of the *Act*. In this case, the Landlord and the Landlord's agent have sought entry to the Unit for maintenance, repairs and showing the Unit to potential purchasers. In both circumstances, the Landlord and the Landlord's agent are required to give written notice to the Tenant at least 24 hours before the time of entry and give the purpose of the entry.
- [26] The evidence presented establishes that the Landlord has failed to provide 24-hour written notice to the Tenant. For this reason alone, I find that the Landlord cannot seek to end the tenancy for a reason where the Landlord has not properly followed the rules outlined in the *Act*.
- [27] Regarding the maintenance and repairs concerns from the Landlord, I find that the Landlord may enter the Unit without 24-hour notice if the maintenance and repairs are an emergency. The evidence presented in this case does not establish the maintenance and repairs were considered an emergency.
- [28] Therefore, I find that the reasons contained in the Notice are not valid nor supported by the evidence. The Notice is invalid, the Application is allowed in part and the tenancy will continue in full force and effect.

Contravention of the Act**Tenancy agreement**

- [29] The parties provided disputed evidence regarding the contents of the tenancy agreement at the time of signing and whether or not a copy was provided to the Tenant.
- [30] The Tenant stated that when he signed the tenancy agreement, there was nothing listed in the including and excluded services. The Tenant admitted that he was aware that electricity would be his responsibility, however, the portion and amount owed is disputed.

- [31] The Tenant stated that he never received a copy of the tenancy agreement.
- [32] The Landlord denied including anything in the tenancy agreement after the Tenant signed the tenancy agreement. The Landlord stated that he provided the Tenant a copy of the agreement.
- [33] I find that there is insufficient evidence to determine what was included in the tenancy agreement at the time the parties signed the agreement. Further, as the Tenant was provided a copy of the tenancy agreement through the evidence package and Rental Hearing process, it is unnecessary to order the Landlord to provide a written copy to the Tenant.

Access to the Unit

- [34] The parties provided disputed evidence regarding accessing the Unit. Effectively, the Landlord's evidence provides context that he has text-messaged the Tenant with less than 24-hour notice that the Unit was going to be shown to a potential purchaser and/or that the Landlord and a professional were entering the Unit to complete repairs.
- [35] As previously mentioned above, except for an emergency, the Landlord must give the Tenant 24-hour written notice before entering the Unit. The Tenant must also permit the Landlord and the Landlord's agent access to the Unit with 24-hour written notice.

Maintenance and repairs

- [36] The parties provided disputed evidence regarding the condition of the Unit.
- [37] The parties agree that the Unit requires repairs, however, the parties have accused each other of delays and unreasonableness.
- [38] I find that the evidence presented does not support a particular blame or reason for the delays. The Tenant submitted photographs of the Unit, which show the Unit needing some repairs.
- [39] Nevertheless, it is the Landlord's responsibility to repair and maintain the Unit under section 28 of the Act. The Landlord must ensure the Unit is in a habitable, safe and in secure condition.
- [40] The Tenant did not have an Environmental Health Officer from the Department of Health and Wellness inspect the Unit and to provide a report on the condition of the Unit.
- [41] Included in the Director's evidence is an Environmental Health Officer's letter referencing the cabin and the RV on the Residential Property. No details are specifically related to the condition of the Unit.

Electricity usage

- [42] The Tenant alleges that the electricity usage is high due to electricity being used for the RV, cabin and garage on the Residential Property. The Tenant stated that he does not dispute owing some money for electricity usage but it should only be related to the Unit.
- [43] The Landlord stated that the Tenant is responsible for ½ of the electricity bill and that only the garage and RV are connected. The Landlord stated that he occupies the cabin, which has its own electricity source. The Landlord stated that the Tenant used the garage and that the electricity bill is accurate based upon the Tenant's overall usage.

- [44] I find that there is insufficient evidence to determine the overall electricity usage and what location the electricity is being used. I also find that the evidence presented does not establish the arrangement between the parties regarding how much the Tenant is responsible for each month for electricity. Further, the Landlord has not submitted an application with the Rental Office seeking a monetary order for unpaid electricity. I decline to make a monetary order against the Tenant without a filed and served application.

Harassment and abusing comments

- [45] The Tenant stated that the Landlord has made insulting and discriminatory comments. The Tenant submitted screenshots of text messages sent to the Tenant by the Landlord.
- [46] The Tenant stated that he intends to file a complaint with the Human Rights Commission.
- [47] I find that I do not have the jurisdiction to make any determination within the *Human Rights Act*.
- [48] However, the Tenant has a right to quiet enjoyment under section 22 of the *Act*.
- [49] In this case, when considering section 22, I find that there is no reason or context where it is appropriate for the Landlord to call the Tenant a racial slur. Such comments breach the Tenant's right to quiet enjoyment.
- [50] The Tenant is not seeking any monetary compensation for such contraventions.

IT IS THEREFORE ORDERED THAT

1. The Notice is invalid and the tenancy will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 15th day of July, 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.