

INTRODUCTION

- [1] This decision addresses two applications filed by the Tenant and the Landlord 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 non-payment of rent, and is seeking vacant possession of the Unit.
- [3] The Tenant disputes the eviction notice under clause 60(4)(b) of the *Act*.

BACKGROUND

- [4] The Tenant built and owned the Unit around 2003.
- [5] Around 2015 the Unit was sold to the Landlord and the Tenant and all occupants continued to occupy the Unit.
- [6] The Unit is a three-bedroom, one-and-a-half-bathroom, single-family dwelling.
- [7] The parties had an oral, monthly tenancy agreement. Rent in the amount of \$1,030.20 is due on the first day of the month. No security deposit was required. The parties disputed the details regarding an arrangement where the Tenant would purchase the Unit from the Landlord.
- [8] On June 17, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective July 17, 2026 for non-payment of rent, in the amount of \$2,060.40 (the "Notice").
- [9] On June 17, 2026 the Landlord also e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit, which is determined in this decision (the "Landlord Application"). The Landlord is also seeking a monetary order for rent owing, which is determined in Order LD26-241.
- [10] On June 22, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice (the "Tenant Application").
- [11] On June 26, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for July 16, 2026.
- [12] On July 9, 2026 the Rental Office e-mailed the parties a 26-page PDF evidence package.
- [13] On July 16, 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

- [14] The Notice is valid and the Tenant and all occupants must vacate the Unit by the timeline below.

ISSUE

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

ANALYSIS & FINDINGS

- [15] The Landlord's reason for terminating the tenancy in the Notice is for non-payment of rent 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.

- [16] The evidence presented establishes that throughout the tenancy the Tenant would pay the rent each month by e-Transfer, making the password the month rent was being paid.

- [17] On May 1, 2026 the Tenant e-Transferred the Landlord \$1,030.20. However, the Tenant changed the password. The Tenant's security question was "What you asked [K] for in the divorce."

- [18] The Landlord was unaware of the security question's answer/password. Throughout the text messages, the Tenant stated:

*"no spaces allowed
Promise not to tell."*

- [19] The May 2026 e-Transfer was cancelled. It is unclear on the evidence who cancelled the e-Transfer.

- [20] On June 2, 2026 the Tenant sent a \$1,030.20 e-Transfer to the Landlord with the same security question.

- [21] The June 2026 e-Transfer expired after 30 days. The Landlord's password attempts failed.

- [22] On July 1, 2026 the Tenant e-Transferred the Landlord \$1,030.20 with the same security question, but with a message: "No spaces allowed, A: promise not to tell..."

- [23] The July 2026 e-Transfer was not successful as too many failed password attempts were made by the Landlord.

- [24] As of the hearing date, May 2026, June 2026 and July 2026 rent is outstanding, in the amount of \$3,090.60.

- [25] The Landlord's evidence is that he made reasonable efforts to work with the Tenant but the Tenant has not paid the rent is impeding the process of both paying rent and selling the Unit.

- [26] The Tenant's evidence is that she paid the rent, but the Landlord did not accept the rent.

- [27] When asked why the Tenant changed the normal security question and password for the e-Transfer payments the Tenant described standing up for herself and stating that the Landlord's behaviour was aggressive and he has taken advantage of the Tenant throughout the tenancy.

- [28] Subsection 19(1) of the Act states:

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.

- [29] I find that this case is a unique set of circumstances, affected by a deteriorated relationship between the parties.

- [30] Ending a tenancy is a serious matter and a landlord must provide convincing evidence to support a valid reason for ending a tenancy.
- [31] The Landlord's reason for ending the tenancy is for non-payment of three months of rent. However, the issue is not necessarily that the Tenant did not pay the rent, it is that the Tenant purposely impeded the process of paying the rent by changing the security question and creating an ambiguous password.
- [32] The evidence presented establishes that the Landlord asked the Tenant for the password, but was reasonably confused by the Tenant's responses. The Tenant stated that during the hearing that the correct password was *promisenottotell*. However, the Tenant's responses to the Landlord included:
- "no spaces allowed
Promise not to tell."
"No spaces allowed, A: promise not to tell..."*
- [33] I find that the Tenant did not make reasonable efforts to pay the rent.
- [34] Despite the Tenant's frustrations or reasons for creating a cryptic security question and password different from the past e-Transfers, I find that the Tenant's actions to be unreasonable.
- [35] If the Tenant had taken reasonable efforts to pay the rent, then the outcome of this eviction dispute may have been different.
- [36] Once the Landlord showed confusion regarding the password the Tenant should have clearly articulated the password to the Landlord, for example: *"the password is: promisenottotell"*. Or, the Tenant could have simply cancelled the e-Transfer and re-sent the e-Transfer using the password: *"May"* or *"June"* or *"July,"* consistent with how rent would have been paid prior to this dispute.
- [37] The Tenant essentially did not pay the rent due by not providing a clear password nor providing the Landlord clear instruction regarding the password.
- [38] The evidence establishes that the Tenant owes rent for May 2026, June 2026 and July 2026. The Tenant did not pay the outstanding rent within 10 days of receiving the Notice. I further find that the evidence does not establish that the Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74.
- [39] Further, I find that there is insufficient evidence to establish that there a question of jurisdiction in this case.
- [40] Therefore, I find that the Notice is valid for non-payment of rent and the Tenant Application is denied.
- [41] The Landlord Application is allowed.
- [42] The Tenant and all occupants must vacate the Unit by the timeline below.
- [43] The Notice's effective date is July 17, 2026. In this case, I will exercise my discretion under clause 85(1)(n) and extend the vacate date.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on July 31, 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 Sherriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 17th 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 **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.