

INTRODUCTION

- [1] This decision addresses two applications filed by the Tenants and the Landlords with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Tenants dispute an eviction notice served by the Landlords and seek a determination that the Landlords contravened their rights under the *Act*.
- [3] The Landlords seek a monetary order against the Tenants for rent owing.

BACKGROUND

- [4] On January 30, 2026 the parties entered into a written, fixed-term tenancy agreement. Rent in the amount of \$1,735.00 is due on the 14th day of the month. A \$1,735.00 security deposit was paid in three installments:

Month	Amount
31-Jan-26	\$600.00
7-Apr-26	\$600.00
13-May-26	\$535.00
Total	\$1,735.00

- [5] On February 15, 2026 the Tenants moved into the Unit.
- [6] On April 23, 2026 the Landlords served the Tenants with a first *Form 4(A) Eviction Notice* effective May 31, 2026 for non-payment of rent and the security deposit. This eviction notice was withdrawn by the Landlords.
- [7] On May 22, 2026 the Landlords served the Tenants with a second *Form 4(A) Eviction Notice* effective July 13, 2026 for repeatedly late rent payments (the “Second Notice”).
- [8] On June 1, 2026 the Tenants e-mailed the Landlords and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* disputing the Second Notice and the withdrawn first eviction notice. The Tenants also are seeking a determination that the Landlords contravened their rights under the *Act* (the “Tenant Application”). The Tenant Application is determined in this decision.
- [9] On June 27, 2026 the Landlords served the Tenants with a third *Form 4(A) Eviction Notice* effective July 17, 2026 for non-payment of rent (the “Third Notice”).
- [10] On July 2, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for July 21, 2026.
- [11] On July 13, 2026 the Landlords e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit (the “Landlord Application”), which is determined in Order LD26-246. The Landlords are also seeking a monetary order against the Tenants for rent owing, which is determined in this decision.
- [12] On July 14, 2026 the Rental Office e-mailed the parties a 104-page PDF evidence package.
- [13] On July 21, 2026 the Landlords participated in the tele-hearing. I telephoned and e-mailed the Tenants and did not receive a response. After ten-minutes the tele-hearing proceeded in the Tenants’ absence. The Landlords confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

DISPOSITION

- [14] In Order LD26-246, the tenancy ended because of the Third Notice. Therefore, it is unnecessary to determine the First Notice or the Second Notice's validity.
- [15] The Tenants have not established that the Landlords contravened their rights under the *Act*.
- [16] The Tenants must pay the Landlords \$2,574.52 by the timeline below.

ISSUES

- A. Must the Tenants vacate the Unit due to the First Notice or the Second Notice?
- B. Did the Landlords contravene the Tenants' rights under the *Act*?
- C. Do the Tenants owe rent to the Landlords?

ANALYSIS & FINDINGS

Issue A. Disputing the First Notice & the Second Notice

- [17] In Order LD26-246 the tenancy is terminated effective July 28, 2026. Therefore, it is unnecessary to determine the validity of the First Notice or the Second Notice.

Issue B. Contraventions of the *Act*

- [18] The Tenant Application seeks determination that the Landlords contravened the Tenants' rights under the *Act*. The Tenants did not participate in the tele-hearing to provide testimony, evidence or answer questions.
- [19] The Tenants' written submissions summarize that on April 22, 2026 the Landlords conditioned providing access to the waste disposal facilities with rent payment. The Tenants allege that this was a violation of their section 21 rights under the *Act*.
- [20] The Tenants' written submissions also summarize that on April 23, 2026 the Landlords entered the Unit without providing 24-hour written notice. The Tenants allege that this incident was a violation of their section 23 rights under the *Act*.
- [21] The Landlords disputed the Tenants' claims.
- [22] The Landlords stated that a prior tenant locked the waste receptacles. The Landlords stated that they needed to cut and remove the locks from the receptacles because Island Waste Management will not take any bins with locks on them.
- [23] The Landlords stated that at the time, the Tenants were late with paying rent. The Landlords stated that it was not a condition, but a request that the Tenants pay their outstanding rent.
- [24] The Landlords stated that they requested access to the Unit to remediate a rodent issue. The Landlords stated that the Tenants gave permission to enter the Unit.
- [25] I find that the Tenants' evidence does not establish their claims against the Landlords.
- [26] The evidence presented does not establish that the Landlords contravened the Tenants' rights under the *Act*, particularly clauses 21(1) or 23.

- [27] I find that the evidence presented does not establish that the Landlords restricted the Tenants access to the waste facilities. Further, the request for rent does not appear to be conditional, but instead coincidental based on the correspondence submitted into evidence.
- [28] Further, I find that the Landlord must provide 24-hour written notice, unless the Tenants give permission at the time of entry (see subsection 23(a)). I find that the Tenants provided the Landlords with permission to enter the Unit to remediate a rodent infestation. Therefore, the Landlords did not contravene the Tenants' rights under section 23 of the *Act*.
- [29] The Tenant Application is denied.

Issue C. Rent owing

- [30] The evidence establishes that the Tenants had outstanding rent in the amount of \$1,735.00 from June 14, 2026 to July 13, 2026.
- [31] In Order LD26-246 the tenancy is terminated effective July 28, 2026. Therefore, the Tenants must pay the Landlords pro-rated rent from July 14, 2026 to July 28, 2026, in the amount of \$839.52 (15 days divide 31 days multiplied by \$1,735.00).
- [32] The Tenants must pay the Landlords \$2,574.52 by the timeline below.
- [33] I note that 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 that remains unpaid at the end of the tenancy.
- [34] If the Tenants' outstanding rent remains unpaid as of July 28, 2026, then the Landlords may, at the Landlords' option, keep the Tenants' security deposit, including interest to offset the outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlords the total amount of \$2,574.52 by August 24, 2026.
2. If the Tenants' outstanding rent remains unpaid as of July 28, 2026, then the Landlords may, at the Landlords' option, keep the Tenants' security deposit including interest to offset part of the outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 21st 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.