

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 non-payment of rent, totalling \$1,300.00.
- [3] The Tenant disputed the eviction notice under clause 60(4)(b) of the *Act*. The Tenant also requested a determination that the Landlord breached the Tenant's right to quiet enjoyment.

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom rental unit in an over-under duplex, owned by the Landlord.
- [5] On or around June 11, 2026, the Tenant paid \$1,300.00 cash to the Landlord's son, who occupies the upstairs rental unit. This payment was for the first month of the tenancy. The John Howard Society paid the Landlord \$1,300.00 for the Tenant's security deposit.
- [6] On or around June 15, 2026, the Tenant moved into the Unit.
- [7] Included in the evidence was a *Form 1 – Standard Form of Tenancy Agreement* dated July 1, 2026 for a fixed-term, signed by the Landlord and the Tenant. Rent was \$1,300.00 due on the first day of the month. The security deposit stated that it was \$1,400.00, however, the security deposit was \$1,300.00 and the additional \$100.00 was paid to the Landlord's son based upon an oral agreement for internet services.
- [8] The Tenant stated that he did not sign the tenancy agreement, and that was not his signature. The Tenant stated that he believed the tenancy agreement was oral and that the rent was due on the 15th day of the month. The Tenant agreed that rent was \$1,300.00 and that he paid \$100.00 for internet services, but decided to get the internet in his own name instead.
- [9] On July 30, 2026 the Landlord's agent served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of August 19, 2026 for non-payment of rent (the "Notice").
- [10] On August 10, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice and seeking a determination that the Landlord contravened the Tenant's right to quiet enjoyment (the "Application").
- [11] On August 11, 2026 the Tenant e-mailed the Landlord the Application.
- [12] On August 13, 2026 the Rental Office issued the parties notice of a tele-hearing scheduled for September 1, 2026.
- [13] On August 20, 2026 the Rental Office issued the parties a 16-page PDF evidence package.
- [14] On September 1, 2026 the Tenant and the Landlord participated in the hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted in the package was included.

DISPOSITION

- [15] The Notice is valid and the tenancy will end by the timeline below.
- [16] There is insufficient evidence to establish that the Landlord contravened the Tenant's right to quiet enjoyment.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit due to the Notice?
- B. Has the Landlord breached the Tenant's right to quiet enjoyment under the Act?

ANALYSIS & FINDINGS

Eviction

- [17] In eviction disputes, the Landlord has the onus to prove that there is valid reason to end the tenancy on the civil standard of a balance of probabilities.

- [18] The Landlord's reason for terminating the tenancy in the Notice is under clause 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.

- [19] 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.

- [20] The Act places a clear obligation upon a tenant to pay rent when it becomes due. Where rent remains unpaid after the due date, the Act permits a landlord to terminate the tenancy by providing an eviction notice for non-payment of rent.

- [21] The Tenant did not dispute that he owed rent for July and August 2026. The Tenant provided evidence of financial hardship and delays in receiving social assistance. The Tenant stated that he expects to receive his social assistance and is seeking additional financial assistance to pay the full amount of the outstanding rent.

- [22] The parties provided conflicting evidence about the date on which rent was due. However, I find that the exact due date does not affect the outcome of this case. Whether the rent was due on the first or fifteenth day of the month, the Tenant had not paid the July rent by July 30, 2026, when the Landlord served the Notice.

- [23] I find that the evidence establishes that the Tenant owes rent for July 2026 and August 2026. The Tenant did not pay the outstanding rent within ten 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 of the Act.

- [24] Therefore, the Notice is valid, the Application is denied and the tenancy will end by the timeline below.

Contravention of the Act

- [25] The Tenant stated that the Landlord's son occupies the rental unit above the Unit. The Tenant alleged that the Landlord's son harassed and threatened him and interfered with his right to quiet enjoyment. The Tenant stated that he reported these concerns to the Landlord and to the Landlord's other son, who manages the Unit. The Tenant also reported these concerns to law enforcement.

- [26] The Landlord stated that she received the complaints from the Tenant and had a conversation with her son. The Landlord stated that she has not witnessed any of the Tenant's complaints and stated that her son who occupies the rental unit above the Unit is a "*tenant*" and is not a property manager.
- [27] I find that there is insufficient evidence to establish the Tenant's claims. The Tenant did not submit any objective evidence to support his claim that the Landlord breached his right to quiet enjoyment. Therefore, the Tenant's claim is denied.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on September 9, 2026.
2. The Tenant and all occupants must vacate the Unit by 5:00 p.m. on September 9, 2026.
3. A certified copy of this Order may be filed with the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.
4. The Tenant has not established his claim that the Landlord breached his right to quiet enjoyment.

DATED at Charlottetown, Prince Edward Island, this 2nd day of September, 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.