

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 an eviction notice served for a purchaser's occupation of the Unit.

BACKGROUND

- [3] The Unit is a single-family house owned by the Landlord and the Landlord's representatives (the "Representatives").
- [4] The parties entered into a one-year fixed-term tenancy agreement, from September 1, 2023, to August 30, 2024. The tenancy then continued monthly. Rent of \$2,000.00 is due on the first day of the month. The Tenant paid a \$2,000.00 security deposit at the beginning of the tenancy.
- [5] On July 14, 2026, the Landlord sent the Tenant a *Form 4(B) Eviction Notice* with a vacate date of September 8, 2026, for a purchaser's occupation of the Unit (the "Notice") by Registered Mail. The purchaser's affidavit (the "Affidavit") accompanied the Notice. The Tenant received the Notice and the Affidavit on July 17, 2026.
- [6] The earliest vacate date for the Notice is September 30, 2026, because of the minimum notice period required by clause 63(4)(a) of the Act. For this reason, the Notice's vacate date is automatically corrected to September 30, 2026, under section 54.
- [7] On August 10, 2026, the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice (the "Application").
- [8] On August 10, 2026, the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* seeking compensation due to the Landlord's alleged contravention of the Act (the "Second Application").
- [9] On August 11, 2026, the Tenant filed a third *Form 2(A) Tenant Application to Determine Dispute* seeking compensation due to the Landlord's alleged contravention of the Act (the "Third Application").
- [10] On August 25, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for September 17, 2026.
- [11] On August 27, 2026, the Tenant requested that the tele-hearing be postponed so he could have additional time to prepare for the hearing. The Rental Office advised the Tenant that the tele-hearing would proceed to determine the Application, but that the determination of the Second and Third Applications would be rescheduled to a later date.
- [12] On September 9, 2026, the Rental Office sent the parties a 114-page PDF evidence package.
- [13] On September 15, 2026, at the Tenant's request, the Rental Office sent the parties notice of a rescheduled tele-hearing for September 22, 2026, to determine the Application.
- [14] On September 22, 2026, the Tenant, the Landlord, the Representatives, and the Landlord's legal counsel participated in a Rental Office tele-hearing. At the beginning of the hearing, I emailed the Landlord an additional copy of the evidence package and emailed the Landlord's legal counsel a copy of the evidence package. The parties confirmed that they received the evidence package and that all documents submitted to the Rental Office were included. The parties confirmed that they were prepared to proceed with the tele-hearing.

DISPOSITION

- [15] The Notice is valid and the Application is denied.
- [16] The Tenant and all occupants must vacate the Unit by the timeline below.

ISSUE

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

EVIDENCE

- [17] The Landlord's evidence is summarized as follows.
- [18] The Landlord seeks to end the tenancy because he has entered into an agreement to sell the Unit and the purchasers seek to move into the Unit. The Landlord is seeking to sell the Unit because he moved to another province and he requires the proceeds from the Unit's sale. A copy of the purchase and sale agreement and the Affidavit were submitted as evidence.
- [19] One of the Representatives stated that he is one of the Unit's owners and the realtor handling the sale of the Unit on behalf of the Landlord and the purchasers. He stated that the purchasers have sold their previous home and are living with family until the Unit is empty and they can move in. He stated that the closing date has been moved several times because of this matter, and the next closing date is set for October 2, 2026. The Representative stated that the sale may not go through if this matter is not resolved soon.
- [20] The Landlord disputed the Tenant's assertion that the Notice was completed improperly. He stated that the Affidavit accompanied the Notice and stated that the purchasers intend to reside in the Unit.
- [21] The Tenant's evidence is summarized as follows.
- [22] The Tenant stated that he has been looking for another residence but is having difficulty because of financial constraints and the size of his family. He stated he had a residence ready to move into last year when the Landlord stated he was going to move into the Unit himself. The Landlord changed his mind and told the Tenant he could live in the Unit as long as he wanted. The Tenant stated the Landlord broke his promise when the Unit was sold.
- [23] The Tenant stated there have been repair and maintenance issues at the Unit that the Landlord has failed to address. He stated he believes the Landlord is selling the Unit because he does not want to address the repairs.
- [24] The Tenant stated that the Notice was completed improperly because the Landlord did not select why the purchaser requires possession of the Unit.

ANALYSIS & FINDINGS

- [25] The Landlord seeks to end the tenancy under the Notice because a purchaser seeks to move into the Unit under subsection 63(1) of the Act.
- [26] For the reasons below, I find that the Notice is valid.
- [27] To end the tenancy under subsection 63(1) of the Act, the Landlord must establish that the purchaser, in "good faith," requires possession of the Unit for the purpose of residential occupation.

- [28] In Order LR26-14, the Island Regulatory and Appeals Commission (the "Commission") interpreted "good faith" to mean "genuine intention" under the Act. Accordingly, I must determine the purchaser's genuine intention to occupy the Unit under subsection 63(1).
- [29] The Landlord stated that he entered into an agreement of purchase and sale for the Unit and that the purchasers intend to move into the Unit for their own residential occupation. The Affidavit states that the purchasers have the "genuine intention" of purchasing the Unit for their own personal residential use as their principal residence. The Landlord submitted a copy of the purchase and sale agreement and Affidavit as evidence, and there is no evidence that the purchasers have rescinded their agreement to purchase the Unit.
- [30] I am satisfied that the Landlord has established that the purchasers genuinely intend to occupy the Unit, as required by subsection 63(1), and that they seek to end the tenancy in good faith. Additionally, I am satisfied that the Notice was served with an Affidavit certifying that the purchasers in good faith require possession of the Unit, under subsection 63(3) of the Act.
- [31] I find that the Tenant has not established any reason to invalidate the Notice. Regarding the Tenant's assertion that the Notice was completed improperly, I am satisfied that the Notice, along with the accompanying Affidavit, identified the ground for termination and the Unit's address and met the Notice requirements under section 53 of the Act.
- [32] For these reasons, I find the Notice valid, and the Application is denied. The Tenant and all occupants must vacate the Unit by the timeline below.

Moving Expenses Compensation

- [33] The Landlord is required to pay the Tenant compensation of one month's rent plus reasonable moving expenses or offer the Tenant another rental unit acceptable to the Tenant under section 72 of the Act.
- [34] The reasonable moving expenses are the lesser of the actual expenses of the move or one month's rent, under subsection 6(1) of the *Residential Tenancy Regulations*. Under section 73 of the Act, the Landlord must pay the Tenant compensation no later than the termination date, as determined below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on October 13, 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 Sheriff Services as permitted by the Act.

DATED at Charlottetown, Prince Edward Island, this 23rd day of September, 2026.

(sgd.) Mitch King

Mitch King
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.