



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

**Date Issued: September 24, 2025**

**Dockets: LR 25038**

**Type: Rental Appeal**

INDEXED AS: Jamie Butler v. Peace Property Management Company Ltd.

2025 PEIRAC 46 (CanLII)

Order No: LR25-43

**BETWEEN:**

Jamie Butler (the "Tenant")

**Appellant**

**AND:**

Peace Property Management Company Ltd. (the "Landlord")

**Respondent**

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## ORDER

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Panel Members:

Gordon MacFarlane, Commissioner  
Pamela J. Williams, K.C., Chair

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

## A. INTRODUCTION

1. This appeal was heard by the Commission on August 12, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy between the parties be terminated.

## B. BACKGROUND

2. This appeal concerns a rental unit located at Apartment 101, 16 Elena Court, Charlottetown, PEI (the “Rental Unit”).
3. The Rental Unit is a two-bedroom, two-bathroom apartment located in a 36-unit building that was built in August of 2020.
4. The parties entered into a written, fixed-term rental agreement for the period of February 28, 2022 to March 31, 2023. A security deposit of \$1,550.00 was paid. At the end of the fixed-term the tenancy continued on a month-to-month basis (the “Tenancy Agreement”).
5. The Landlord and the Tenant have been parties to three previous Rental Office decisions and one Commission Order, being Order LR22-60.
6. On June 3, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective July 2, 2025 for non-payment of rent in the amount of \$1,633.20 and repeatedly late rent payments (the “Notice”).
7. The earliest effective date regarding repeatedly late rent payments was July 31, 2025 under subsection 61(3) of the *Act*. This effective date was automatically corrected under section 54 of the *Act*.
8. On June 4, 2025 the Tenant paid June’s rent. This invalidated the non-payment of rent ground in the Notice for ending the Tenancy Agreement.
9. On June 10, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice.
10. On July 10, 2025 the Tenant and the Landlord’s representative (the “Representative”) participated in a teleconference hearing before the Rental Office.
11. After the hearing before the Rental Office the Tenant provided additional evidence, including e-Transfer emails for rent payments.
12. On July 18, 2025, the Rental Office issued order LD25-259 which ordered that the tenancy between the parties will terminate effective 5:00 pm on July 31, 2025.
13. The Tenant appealed Order LD25-259 on July 24, 2025.

14. The Commission heard the appeal on August 12, 2025 by way of telephone conference call. The Tenant, Jamie Butler, attended the hearing. The Landlord, Peace Property Management Ltd. was represented by Thi (Sunny) Tuyet Tran (the Representative).

## **C. DISPOSITION**

15. The appeal is allowed. The Commission finds that a pattern of repeatedly late rent payments has not been met. Order LD25-259 is reversed and the Tenancy Agreement shall continue.

## **D. ISSUES**

16. Does the evidence support a finding that the Tenancy Agreement should be terminated for repeatedly late payments of rent?

## **E. SUMMARY OF EVIDENCE**

17. The Tenant testified that the Representative had indicated to him that minor delays in paying rent would be acceptable so long as the Tenant communicated that he would be a little late. The Tenant stated that this was the fourth time in the last three years that the Landlord has attempted to evict him which he feels is a campaign of harassment. He stated that he is a single father and wishes for Order LD25-259 to be reversed so he and his child can remain in the Rental Unit.
18. The Representative stated that the Landlord wants good tenants. She described the Tenant as someone who does what he wants and does not follow rules. She stated he has two cats which are not permitted by the rules and there were issues before with smoking and parking. She stated that he has been late paying his rent over the past six months and the Landlord needs to be able to be paid on time.

## **F. ANALYSIS**

19. Clause 61(1)(b) of the *Act* reads:

*61. Landlord's notice for cause*

*(1) 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;*

20. The Commission observes that the *Act* does not define repeatedly late or provide any specific guidance in that regard.

21. Section 5 of the *Act* reads:

*5. This Act cannot be avoided*

*Except as specifically provided in this Act, a waiver or release by a tenant of the rights, benefits or protections under this Act is void and of no effect. 2022,c.88,s.5.*

*[Emphasis added].*

22. While a waiver by a tenant of their rights under the *Act* is void under section 5 of the *Act*, a waiver by a landlord of their rights under the *Act* is not void under the *Act*. Exhibit A-1, pages 132 to 133 of the Commission file record, reveals a text exchange between the parties. On April 10 the Tenant apologizes to the Representative for the late rent payment. The next day the Representative replies:

*It's okay, James.*

*If you have any happening you please let me know immediately.*

*Have a good day!*

23. The Commission finds that it is reasonable that a tenant would assume from that reply that a landlord meant that a late payment was acceptable if the tenant first advised he would be late. In the present appeal, the Commission finds that the Representative had effectively by her text response waived enforcement, at least of the late April rent. The Representative did not follow up with a message of no more tolerance for late rent in May, suggesting that the waiver continued. However, the Commission finds that the serving of the Notice on June 3, 2025, seeking to terminate the tenancy based on both the issues of both unpaid rent and also rent repeatedly late, effectively rescinded such waiver.
24. An examination of the Tenant's e-transfers for rent to the Landlord for from March 2025 forward are helpful:

March 2, 2025 [one day late]

April 6, 2025 [five days late]

May 2, 2025 [one day late]

June 4, 2025 [three days late]

June 28, 2025 [three days early – payment for July]

25. Based on the evidence before the Commission, the Commission finds that there was only one late payment made since the Representative's June 3 rescinding of the April 11 text waiver. Indeed, that payment was made the day following service of the Notice. An eviction is a very serious matter and, in the Commission's view, the facts in this matter do not presently warrant a finding that the Tenant was repeatedly late in paying rent. On this basis, the appeal is allowed, Order LD25-259 is reversed and the tenancy thus continues.
26. However, the Commission wishes to caution the Tenant that by serving the Notice and pursuing the issue with the Rental Office, the Landlord has made it clear that late payment of rent is no longer tolerated. Going forward, payment of rent must be on time, or in advance as in the case of the July rent payment which the Tenant made on June 28, 2025.

## **G. CONCLUSION**

27. The appeal is allowed, Order LD25-259 is reversed and the tenancy continues.

## **IT IS ORDERED THAT**

1. The appeal is allowed.
2. Order LD25-259, which terminated the tenancy based on a finding that rent was repeatedly late, is reversed.
3. The tenancy between the parties continues.

**DATED** at Charlottetown, Prince Edward Island, 24<sup>th</sup> day of September, 2025.

## **BY THE COMMISSION:**

[sgd. Gordon MacFarlane]

Gordon MacFarlane, Commissioner

[sgd. Pamela J. Williams, K.C.]

Pamela J. Williams, K.C., Chair

## **NOTICE**

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.