



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 26, 2025

Dockets: LR25050

Type: Rental Appeal

INDEXED AS: Alexander Poliakov and Alena Lisitsa v. Red Island Estates Inc.

2025 PEIRAC 48 (CanLII)

Order No: LR25-45

BETWEEN:

Alexander Poliakov and Alina Lisitsa (the “Tenants”)

Appellants

AND:

Red Island Estates Inc. (the “Landlord”)

Respondent

ORDER

Panel Members:

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

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 September 24, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy between the parties will terminate effective 5:00 pm on September 11, 2025, and further that the Tenant was not entitled to compensation.

B. BACKGROUND

2. This appeal concerns a rental unit located at 2-371 Campbell Avenue, Montague, PEI (the “Rental Unit”). The Rental Unit is a four-bedroom, two-bathroom townhouse. There are a total of eight townhouses with two separate provincial IDs (“PIDs”) (“Residential Property”), owned by the Landlord.
3. On March 28, 2025 the parties entered into a written, fixed-term tenancy agreement for the period of April 1, 2025 to March 31, 2026. A security deposit of \$1,700.00 was paid at the beginning of the tenancy. Rent in the amount of \$1,700.00 is due on the first day of the month.
4. On June 23, 2025 the Landlord’s representative (“Representative”) served the Tenants with the first *Form 4(A) Eviction Notice* with an effective date of July 31, 2025 (“First Notice”) for disturbing and/or endangering others.
5. On July 3, 2025 the Representative served the Tenants with a second *Form 4(A) Eviction Notice* with an effective date of July 23, 2025 (“Second Notice”) for non-payment of July’s rent, in the amount of \$1,700.00.
6. Collectively, the First Notice and the Second Notice are referred to as the “Notices.”
7. On July 3, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office disputing the Notices, which was determined in Order LD23-327. The Tenant Application also seeks compensation, which was determined in Order LD25-328.
8. On July 24, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office seeking vacant possession of the Unit and for Sheriff Services to put the Landlord in possession, which was determined in Order LD25-227.
9. Collectively, the Tenant Application and the Landlord Application are referred to as the “Applications.”
10. On August 11, 2025 the Rental Office emailed the parties notice of a teleconference hearing, scheduled for September 2, 2025, along with copies of the Applications.
11. On August 29, 2025 the Rental Office emailed the parties a 93-page PDF evidence package.

12. On September 2, 2025 the teleconference hearing was held before the Rental Office for determination of the Applications. One of the Tenants joined the teleconference representing the Tenants. The Representative joined the teleconference hearing with a witness.
13. The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package.
14. On September 4, 2025, the Rental Office issued Order LD25-327, which ordered that the tenancy between the parties will terminate effective 5:00 pm on September 11, 2025. The Rental Office also issued Order LD25-328, which denied the Tenant Application.
15. The Tenants appealed Order LD25-327 and Order LD25-328 on September 9, 2025.
16. The Commission heard the appeal on September 24, 2025, by way of telephone conference. Alexander Poliakov (Poliakov) attended on behalf of the Tenants. Stan Davis (Davis) attended on behalf of and as representative for Red Island Estates Inc. Jamie Dougan (Dougan), Amber MacLean (MacLean) and Inan Kucukkaya (Kucukkaya) attended as witnesses for the Landlord.
17. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

C. DISPOSITION

18. The appeal is denied. Orders LD25-327 and LD25-328 are confirmed. As the rent is in arrears, the tenancy ends September 30, 2025 and no compensation is awarded to the Tenants.

D. ISSUES

19. Issue A: Is rent owing?
Issue B: Is there any basis for awarding compensation to the Tenants?

E. SUMMARY OF EVIDENCE

20. Poliakov testified at great length that the Landlord had improperly commenced eviction proceedings based on the alleged behavior of his dog. He testified that his dog was not aggressive.
21. Under questioning from the Commission panel, Poliakov acknowledged that he last paid rent on June 1, 2025.
22. Davis testified at great length as to the dog’s behavior.
23. Davis testified that the tenant last paid rent on June 1, 2025.
24. Dougan and MacLean both testified as to the dog’s behavior. They did not testify on the matter of rent owing.

25. Kucukkaya testified that he was a previous landlord of the Tenants and that the Tenants also stopped paying rent to him.

F. ANALYSIS

26. In Order LD25-327 no determination was made by the Rental Office on the Landlord's allegation that the Tenants' dog had disturbed and/or endangered others at the Residential Property. Order LD25-327 terminated the tenancy solely on the basis of non-payment of rent.
27. In Order LD25-328 the Rental Office determined that the Tenants had not established a valid claim for compensation and the Rental Office did not have jurisdiction to consider the Tenants' claim for emotional distress and discrimination.
28. In their Notice of Appeal, the Tenants cited the following reasons for appeal:

The landlord terminated the lease citing an "aggressive dog," then unlawfully pursued rent after termination. Rent was always paid on time. A retracted and invalid Notice of Violation, neighbour harassment, and FOIPP evidence of collusion ("Stan looking for help to evict tenants") show bias, breach of peaceful enjoyment, and procedural unfairness.

29. The Tenants cited in their Notice of Appeal how they wanted the Orders changed:

Reversal of Orders LD25-327 and LD25-328; recognition that rent cannot be claimed after landlord's unilateral termination; dismissal of eviction due to collusion, harassment, and breach of peaceful enjoyment.

Issue A: Is rent owing?

30. Subsection 19(1) of the Act reads:

19. Tenant shall pay rent when due

(1) 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.

31. The evidence from both Poliakov and Davis is that the Tenants last paid rent on June 1, 2025.
32. A tenant cannot deduct or withhold rent unless there is an express right to do so set out in the Act. The fact that a landlord initiated proceedings which might terminate a tenancy does not relieve a tenant from the obligation of paying rent, especially while they continue to occupy the rental unit.

33. The Commission agrees with the determination in Order LD25-327 that the tenancy agreement must end for non-payment of rent. The Commission determines that the tenancy ends on September 30, 2025 at 5:00 p.m. due to non-payment of rent.
34. As of the date of the Commission Order, rent is calculated as owing for the months of July, August and September of 2025 in the amount of \$5,100.00 (\$1,700.00 per month rent for three months).

Issue B: Is there any basis for awarding compensation to the Tenants?

35. With respect to the Tenants' claim for compensation, the *Act* gives a landlord the right to serve an eviction notice on a tenant for a reason permitted in the *Act*. The *Act* gives a tenant the corresponding right to dispute the eviction notice. The Commission agrees with the Rental Office that no compensation is to be awarded to tenants based on the service of an eviction notice.
36. The Tenants also claim compensation for emotional distress due to the service of the eviction notice and compensation due to discrimination against having a service animal. The Commission has no jurisdiction to award claims for emotional distress or discrimination from either a tenant or a landlord.
37. Accordingly, the Commission agrees with the Rental Office in Order LD25-328 that the Tenants' claims for compensation are denied.

G. CONCLUSION

38. The appeal is denied. Orders LD25-327 and LD25-328 are confirmed. Rent is in arrears for three months, calculated at present as \$5,100.00. The tenancy ends September 30, 2025 at 5:00 p.m. due to non-payment of rent and no compensation is awarded to the Tenants.
39. The Tenants are reminded that when they vacate the Rental Unit, they are to be mindful of their obligations pursuant to subsections 28(3), (4) and (5) of the *Residential Tenancy Act* with respect to ordinary cleanliness and the repair of undue damage.
40. The Commission reminds the parties that the matter of the security deposit can only be determined following the end of the tenancy. The parties are reminded to review section 40 of the *Act* as it sets out the rights and obligations with respect to claims and returns with respect to security deposits.

IT IS ORDERED THAT

1. The appeal is denied.
2. Orders LD25-327 and LD25-328 are confirmed.
3. The current rental arrears calculation is \$5,100.00 which must be paid by the Tenants to the Landlord within 30 days of this Order. Rent continues to accrue until the Tenants have fully vacated the Rental Unit.
4. The tenancy is terminated effective September 30, 2025 at 5:00 p.m. The Tenants, all occupants, their animals and their possessions must be vacated from the Rental Unit by this date and time.
5. 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, 26th day of September, 2025.

BY THE COMMISSION:

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

Pamela J. Williams, K.C., Chair

[sgd. Gordon MacFarlane]

Gordon MacFarlane

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.