



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

**Date Issued:** October 9, 2025

**Dockets:** LR25051

**Type:** Rental Appeal

INDEXED AS: Jason Grandison v Huynh Van Loanh

2025 PEIRAC 55 (CanLII)

Order No: LR25-49

**BETWEEN:**

Jason Grandison (the “Tenant”)

**Appellant**

**AND:**

Huynh Van Loanh (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 September 24, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy agreement will terminate effective October 1, 2025, at 5:00 pm.

## B. BACKGROUND

2. This appeal concerns a rental unit located at 240C North River Road, Charlottetown, PEI (the “Rental Unit”). The Rental Unit is a multi-bedroom home that the Landlord owns.
3. On February 23, 2021, the Landlord and the Tenant entered into a written fixed-term tenancy agreement for the Rental Unit, with the tenancy to commence on March 1, 2021. The tenancy agreement then continued on a month-to-month basis. Rent is \$1,700.00, due on the first day of the month. On February 25, 2021, a \$1,700.00 security deposit was paid.
4. On July 17, 2025, the parties participated in an earlier Rental Office hearing. The Landlord was ordered to pay the Tenant \$8,300.00 because of two unauthorized rent increases, and the Tenant’s rent was set at \$1,700.00 (Order LD25-264).
5. On July 24, 2025, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with a vacate date of August 31, 2025, for repeatedly late rent payments (the “First Notice”).
6. On July 28, 2025, the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* (the “First Application”) with the Rental Office, disputing the First Notice.
7. On July 28, 2025, the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* (the “Second Application”) with the Rental Office seeking compensation, which is determined in Order LD25-334.
8. On August 12, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for September 4, 2025.
9. On August 22, 2025, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with a vacate date of October 1, 2025, for repeatedly late rent payments (the “Second Notice”).
10. On August 22, 2025, the Landlord served the Tenant with a third *Form 4(A) Eviction Notice* with a vacate date of October 1, 2025, for subletting the Rental Unit without the Landlord’s consent (the “Third Notice”).
11. On August 29, 2025, the Tenant filed a third *Form 2(A) Tenant Application to Determine Dispute* (the “Third Application”) with the Rental Office, disputing the Second and Third Notices.

12. On September 4, 2025, the Tenant, the Landlord, the Landlord's representative, and the Landlord's witness participated in a teleconference hearing before the Rental Office.
13. On September 10, 2025, the Rental Office issued Order LD25-333 which ordered the tenancy agreement will terminate effective October 1, 2025, at 5:00 pm.
14. The Tenant appealed Order LD25-333 on September 12, 2025.
15. The Commission heard the appeal on September 24, 2025, by way of telephone conference. The Tenant, Jason Grandison, attended the hearing. The Landlord, Huynh Van Loanh, attended the telephone hearing along with Mary Ly (Ly) as Landlord representative. Dwight Cohoon (Cohoon) and Danny Moase (Moase) attended the telephone hearing as witnesses for the Landlord.
16. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

### **C. DISPOSITION**

17. The appeal is denied. Order LD25-333 is confirmed, subject to a revised termination date.

### **D. ISSUES**

18. Did the Tenant sublet the Rental Unit without the permission of the Landlord?

### **E. SUMMARY OF EVIDENCE**

19. The Tenant testified that he was the sole lessee of the five-bedroom Rental Unit. He stated that there had been previous Orders of the rental Office dealing with other issues, including an illegal rent increase by the Landlord. The Tenant stated that from the beginning he had roommates. The Tenant referred to Exhibit A-4, pages 185 and 186, which contains February 2021 text messages between him and the Landlord's agent. The Tenant had raised the matter of roommates with the agent. After back and forth texts the response was that his "group" was approved. The Tenant stated that the initial other three occupants were relatives, two of which were cousins, and identification and job information for them were provided to the Landlord's agent.
20. The Tenant submitted that it was improbable that the Landlord only recently discovered that other people were living in the Rental Unit. The Tenant submitted that he believed that the Rental Office erred in finding that he never informed the Landlord that he would be having roommates. The Tenant stated that if the Landlord was genuinely not aware, then the issue was a matter between the Landlord and his agent.
21. The Tenant stated that past Commission Orders always encouraged parties to put their rental agreements in writing so he had a written agreement for Cohoon. The Tenant stated that he used the standard form lease agreement as there is no standard form agreements for roommates or sub-tenants. The Tenant stated that Cohoon and his spouse were not relatives and were not part of the original three roommates. The Tenant stated that in over four years the Landlord never visited the Rental Unit.

22. Ly submitted that schedule D of the tenancy agreement between the Landlord and the Tenant did not permit subletting of the Rental Unit, and no written condition to have roommates was added. Ly submitted that there was no written approval direct from the Landlord to have multiple people living in the Rental Unit. Ly questioned why the Tenant's cousins were not on the tenancy agreement.
23. Ly testified that Cohoon lived in the basement and there was a lease between Cohoon and the Tenant where the Tenant claimed to be the landlord. Ly testified that there were actually a total of six occupants; the Tenant plus five other people. Ly stated that the Landlord never visited the Rental Unit because he thought everything was fine and he lived outside of Prince Edward Island.
24. Cohoon testified that when he first viewed the basement unit that he and his spouse occupied, a man from India was living in the Rental Unit and informed him that the Tenant was the landlord. Cohoon stated that he and his spouse signed a lease with the Tenant. There were two rent increases initiated by the Tenant. For issues that arose, Cohoon dealt with the Tenant. There were issues such as pests, noise and water through the ceiling. As for the Tenant's three relatives, there were actually six occupants living in the Rental Unit not including the Tenant, Cohoon and Cohoon's spouse. Cohoon testified that there were many people coming and going in the upstairs portion of the Rental Unit. Cohoon stated that for a time, one of the bedrooms was rented by the Tenant's dad and then another time by the Tenant's cousin. Cohoon stated that the Tenant did not seem to be living there unless he was on a couch or in his car.
25. Moase testified that in his thirty years in real estate he had never before seen a tenant portraying themselves as a landlord.

## **F. ANALYSIS**

26. The tenancy agreement between the Landlord and the Tenant was dated February 2021 with the tenancy itself to take effect on March 1, 2021. These dates pre-date the *Act*, which came into force on April 8, 2023. Accordingly, the requirements of the *Rental of Residential Property Act* (the Former *Act*) are relevant on the issue of a landlord's consent to sublet. Subsection 6.(5) of the Former *Act* requires consent from the landlord and reads:

*(5) Where a fixed term rental agreement is for a period greater than six months, the lessee may assign or sublet the premises subject to the consent of the lessor, which consent will not unreasonably be withheld or charged for unless the lessor has actually incurred expense in respect of the grant of consent, in which case he shall be entitled to recover such reasonable expenses as were actually incurred.*

27. By contrast, subsection 30.(1) of the *Act* requires written consent of a landlord and reads:

*(1) A tenant may, with the written consent of the landlord, sublet or assign a rental unit or part of a rental unit to another person.*

28. Exhibit A-4, pages 185 and 186, is quite clear to the Commission; the Landlord's then agent had consented to the Tenant having "housemates", which is the term used by the

agent. The text indicates that the agent sought names, identification in the form of drivers' licenses and additional information and the Tenant agreed to do so on February 20, 2021. An email was then apparently sent by the Tenant to the agent and received February 21, 2025. The agent indicated she would send the email to the Landlord for approval. The Tenant then texted to the agent:

*Yes. Tell him it's myself and 3 relatives. We are distant family 2 of them*

The agent then replied:

*I will*

On February 22, 2021 the agent texted the Tenant:

*I have presented your group and 2 other groups to the landlord and he agreed to rent the house to you. I will prepare an agreement and email it to you*

29. The Commission finds that the text messages in Exhibit A-4 establish that the Landlord, through his agent, had in fact consented to the Tenant having three housemates which were represented as relatives. Indeed, common sense would dictate that one person renting a five-bedroom home would likely have roommates or housemates rather than have four empty bedrooms. The Commission notes that it appears the Rental Office did not have the benefit of the February 20 to 22, 2021 text messages contained in Exhibit A-4.
30. However, there is evidence that the Tenant had more than just three housemates. Exhibit E-21 establishes that Cohoon and his spouse entered into a "Residential Lease Agreement" with the Tenant described as the "Landlord". The Commission finds the oral evidence of Cohoon to be persuasive. From his evidence the Commission finds that the Tenant had certainly more than the three "relatives" which the Landlord, through his agent, approved. Landlord approval of three specified housemates for the entire Rental Unit does not constitute approval of five (Ly's testimony) or six (Cohoon's testimony) housemates in the main area of the Rental Unit plus Cohoon and his spouse in the basement.
31. Accordingly, the Commission finds that, while the Landlord had through his agent consented to the Tenant having three identified housemates, there is no evidence that the Landlord consented for additional housemates to be added. Indeed, based on Exhibit E-21, it is apparent that the breach of the terms of consent occurred only four days after the Tenant signed the tenancy agreement with the Landlord. While the Commission varies the facts set out in Order LD25-333, that variance hinges on Exhibit A-4 which the Rental Office apparently did not have. In any event, the Commission finds that the Landlord did not agree to so many housemates, some of whom were not identified to him, and therefore the Commission agrees with the Rental Office that the tenancy agreement between the Landlord and the Tenant shall be terminated. The Commission finds that the tenancy agreement shall be terminated effective October 31, 2025 at 5:00 p.m. at which time the Tenant and all occupants (which includes roommates and housemates) shall vacate the entire Rental Unit.

## **G. CONCLUSION**

32. The appeal is denied. The Tenant and all occupants shall vacate the Rental Unit effective October 31, 2025 at 5:00 p.m.

## **IT IS ORDERED THAT**

1. The appeal is denied.
2. The factual basis of Order LD25-333 is varied based on new evidence; however, the outcome that the tenancy shall be terminated is confirmed.
3. The tenancy agreement will terminate effective October 31, 2025 at 5:00 p.m.
4. The Tenant and all occupants must vacate the Rental Unit by October 31, 2025 at 5:00 p.m.
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, 9<sup>th</sup> day of October, 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.