



PRINCE EDWARD ISLAND  
Regulatory & Appeals Commission  
Commission de réglementation et d'appels  
ÎLE-DU-PRINCE-ÉDOUARD

**Date Issued:** December 12, 2025  
**Dockets:** LR25062  
**Type:** Rental Appeal

INDEXED AS: Jared Stafford v Marwan Alkhouri and Samia Alkhouri  
2025 PEIRAC 64 (CanLII)  
Order No: LR25-56

**BETWEEN:**

Jared Stafford (the “Tenant”)

**Appellant**

**AND:**

Marwan Alkhouri and Samia Alkhouri (the “Landlords”)

**Respondents**

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## ORDER

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Panel Members:

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

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

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Commission Clerk

Island Regulatory and Appeals Commission

## A. INTRODUCTION

1. This appeal was heard by the Commission on December 4, 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 44 Hunt Avenue, Charlottetown, PEI (the “Residential Property”). The Residential Property is a five-bedroom, three-bathroom single-family home, owned by the Landlords. The Residential Property has a main-level which includes three-bedrooms and one-bathroom and a lower-level which includes two-bedrooms and two-bathrooms.
3. The parties disputed whether or not the lower-level of the Residential Property was included in the tenancy agreements.
4. On August 29, 2025, the Tenant’s representative, Bruce Stafford, (the “Representative”) and the Landlords signed a *Form 1 Standard Form of Tenancy Agreement* with a fixed-term period of September 1, 2025, to August 31, 2026. Rent in the amount of \$2,400.00 was due on the first day of the month. A \$2,400.00 security deposit was paid. Electricity was not included in the rent (the “First Tenancy Agreement”).
5. The First Tenancy Agreement stated:

*The Landlord will rent to the Tenant, and the Tenant will rent from the Landlord, the following rental unit: Single Family Home Main Floor.*

The words “Main Floor” were handwritten onto the First Tenancy Agreement.

6. On September 1, 2025, the Tenant and the Representative (and the rest of their family) moved into the Residential Property.
7. On September 9, 2025, the parties ended the First Tenancy Agreement by mutual agreement at the request of the Tenant, due to issues obtaining Maritime Electric service in the Representative’s name.
8. On September 9, 2025, the Tenant and the Landlords signed a second *Form 1 Standard Form of Tenancy Agreement* with a fixed-term period of September 1, 2025, to February 28, 2026 (the “Second Tenancy Agreement”). All the terms and conditions were the same from the First Tenancy Agreement. However, unlike the First Tenancy Agreement, the Second Tenancy Agreement did not make any reference to “Main Floor”. Rather, the Second Tenancy Agreement stated:

*The Landlord will rent to the Tenant, and the Tenant will rent from the Landlord, the following rental unit: Single Family Home.*

9. Prior to the present matter, the parties had a previous eviction dispute before the Rental Office, and on November 3, 2025, the Rental Office issued Order LD25-389 denying an eviction and permitting the tenancy to continue as the Landlord failed to sign the eviction notice prior to serving it on the Tenant.
10. On November 4, 2025, the Landlords served the Tenant with another *Form 4(A) Eviction Notice* effective November 25, 2025, under subsection 60(1) of the *Act* for non-payment of rent (the “Eviction Notice”). The particulars of termination stated:

*The Tenant hasn’t paid for October and November rent.*

11. On November 6, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice.
12. On November 26, 2025, the Rental Office issued order LD25-411, which ordered that the between tenancy would end between effective December 3, 2025, at 5:00 pm.
13. The Tenant appealed Order LD25-411 to the Commission on November 27, 2025.
14. The Commission heard the appeal on December 4, 2025, by way of telephone conference. The Tenant, Jared Stafford, was represented by Bruce Stafford (Stafford). The Landlords, Marwan Alkhouri and Samia Alkhouri, were represented by Bill Dow (Dow).

## **C. DISPOSITION**

15. The appeal is denied and Order LD25-411 is confirmed, subject to a variation in the date of tenancy termination to December 19, 2025.

## **D. ISSUE**

16. The issue for the Commission to consider in this Order is whether the Landlord’s Eviction Notice is valid.

## **E. SUMMARY OF EVIDENCE**

17. At the hearing before the Commission, Stafford testified that the First Tenancy Agreement was originally in his own name of Bruce Stafford; however, the Second Tenancy Agreement was entered into shortly thereafter in the name of his son Jared Stafford because there were difficulties encountered in getting Maritime Electric service in Stafford’s own name. Stafford testified that he provided the Landlords with \$4,800 on September 1, 2025 – half of which was rent for September and the other half was the security deposit. Stafford acknowledged that he has not paid any further money to the Landlords.
18. Stafford explained that it was his understanding that he was renting the entire house; however, the Landlords’ relative was living in the lower level of the Residential Property. In addition, another tenant was living in the lower level. The Landlords’ relative later moved out.

19. Stafford is of the view that his rent should be lower than \$2,400 because he did not actually occupy the entire house and he expressed that he feels that rent should be \$900 per month. On this basis, Stafford argues that he effectively prepaid rent for over two months.
20. Dow submitted that the First Tenancy Agreement clearly specified that Stafford was renting just the main floor. Dow submitted that the Second Tenancy Agreement omitted the reference to main floor in error.
21. Dow further submitted that under section 19 of the *Residential Tenancy Act* a tenant must pay rent as set out in the tenancy agreement. Dow submits that if a tenant feels that they overpaid, there is a separate process under the *Act* to seek a return of rent.

## **F. ANALYSIS**

22. Section 60 of the *Residential Tenancy Act* permits a landlord to end a tenancy if rent is unpaid after the day it is due by giving notice in accordance with the *Act*.
23. The Tenant's position is that they understood they had rented the entire Residential Property from the Landlord and that shortly into their tenancy, the Landlord moved a family member into the lower level of the house. For this reason, he argues rent should only be \$900 per month. The Tenant, therefore, says he effectively "pre-paid" rent until the end of December 2025. The Tenant's Application states "I am holding on to the rent [until this] is resolved."
24. The Commission does not accept this position of the Tenant. We are satisfied that the notation of "main floor" on the First Tenancy Agreement was the agreed upon intention of the parties at the time Stafford signed the First Tenancy Agreement. More importantly, that was the agreement in place when the Tenant and his family (including Stafford) moved into the Residential Property on September 1, 2025. It was not until September 9, 2025, that the Second Tenancy Agreement was signed – to accommodate Stafford – and the Commission accepts that the notation of "main floor" was inadvertently left off of that agreement. The Commission is, therefore, satisfied that the "main floor" was the rental unit of the Residential Property that the Tenant had agreed to rent from the Landlord. Accordingly, the Tenant owed the Landlord rent in the amount of \$2,400 per month as specified in both the First and Second Tenancy Agreements.
25. The Commission is satisfied that the undisputed evidence of the parties establishes that on the date the Landlord delivered the Eviction Notice, the Tenant had not paid rent for October or November 2025. The Representative admitted as much in his testimony before the Commission.
26. Subsection 19(1) of the *Residential Tenancy 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.*

27. In this case, there was no express right for the Tenant to withhold rent. He was obligated under the legislation and the tenancy agreement(s) to pay rent as specified, despite his position that he did not owe \$2,400 per month. Where a tenant feels that the rent should be lower, perhaps due to a dispute as to whether all or only part of a home is included, that tenant should make an application to the Rental Office while continuing to pay rent as set out in the tenancy agreement.
28. The *Residential Tenancy Act* specifically gives tenants 10 days to pay overdue rent after receiving an eviction notice (section 60(4)(a)). In this case, the Commission is satisfied that the Landlords have established that both October and November's rent was unpaid the date it was due, and not paid within 10 days of the Eviction Notice. Therefore, the Landlord's termination of the tenancy agreement on this ground is valid. The tenancy between the parties will end. The Tenant and all occupants must vacate the Residential Property by December 19, 2025, at 5:00 p.m.
29. Given the findings above that the Tenant has not paid rent for October or November 2025, the Commission also finds that the Tenant owes the Landlord outstanding rent for October 2025, November 2025 and December 2025 (pro-rated to December 19) as follows:

October 2025	=	\$2,400.00
November 2025	=	\$2,400.00
December 2025 (pro-rated)	=	<u>\$1,470.98<sup>1</sup></u>
Total	=	<b>\$6,270.98</b>

30. To be clear, the Tenant owes rent of \$77.42 per day for each day of December he and other occupants occupy the Residential Property.
31. Finally, the Commission notes that subsection 40(2) of the *Act* authorizes a landlord to retain from a security deposit an amount that the Director (or Commission, as the case may be) has ordered the tenant to pay to the landlord and that remains unpaid at the end of the tenancy. In the event the amount of outstanding rent remains unpaid by the Tenant by December 15, 2025, the Landlords may, at their option, retain the security deposit to offset the amount of rent owing by the Tenant.

## G. CONCLUSION

32. The Tenant has no express right to withhold rent. The Tenant has not paid any rent for three months. The appeal is denied, Order LD25-411 is confirmed and the tenancy agreement is terminated effective December 19, 2025 at 5:00 p.m.
33. The Tenant owes the Landlord outstanding rent in the amount of **\$6,270.98**.
34. For greater clarity, the Tenant owes rent of \$2,400 for October 2025, \$2,400 for November 2025, and rent of \$77.42 per day for every day the Tenant and/or other occupants occupy the Residential Property in the month of December 2025.

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<sup>1</sup> (\$2,400.00 ÷ 31 = \$77.42/day) x 19 days = \$1,470.98

35. In the event the outstanding rent remains unpaid by the Tenant by December 15, 2025, the Landlords may, at their option, retain the security deposit to offset the amount of rent owing by the Tenant.

## **IT IS ORDERED THAT**

1. The appeal is denied.
2. The tenancy between the parties will terminate on December 19, 2025 at 5:00 p.m. The Tenant and all occupants must vacate the Rental Unit by this date and time.
3. The Tenant owes the Landlord outstanding rent in the amount of \$6,270.98 for rent up to and including December 19, 2025.
4. For greater clarity, the Tenant owes rent of \$2,400 for October 2025, \$2,400 for November 2025, and rent of \$77.42 per day for every day the Tenant and/or other occupants occupy the Residential Property in the month of December 2025.
5. In the event the outstanding rent remains unpaid by the Tenant by December 15, 2025, the Landlords may, at their option, retain the security deposit to offset the amount of rent owing by the Tenant.
6. 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, 12<sup>th</sup> day of December, 2025.

## **BY THE COMMISSION:**

[sgd. Pamela J. Williams]

Pamela J. Williams, K.C.

[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.