



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: December 22, 2025

Dockets: LR25056

Type: Rental Appeal

INDEXED AS: Amber Kennific v. Charlottetown Area Housing Authority

2025 PEIRAC 69 (CanLII)

Order No: LR25-61

BETWEEN:

Amber Kennific (the “Tenant”)

Appellant

AND:

Charlottetown Area Housing Authority (the “Landlord”)

Respondent

ORDER

Panel Members:

Gordon MacFarlane, Commissioner
Kerri Carpenter, Vice Chair

A. INTRODUCTION

1. This appeal was heard by the Commission on October 28, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy agreement between the parties will terminate effective 5:00 pm on October 10, 2025.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 6, 407 Queen Street, Charlottetown, PEI (the “Rental Unit”). The Rental Unit is a two-bedroom, one-bathroom apartment in a nine-unit building (the “Residential Property”).
3. On August 1, 2023 the parties entered into a written, monthly tenancy agreement for the Rental Unit. Rent in the amount of \$455.00 is due on the first day of the month. No security deposit was required.
4. On July 23, 2025 the Landlord’s representative (the “Representative”) served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of August 31, 2025 (the “Notice”) for behaviour that has significantly interfered with or unreasonably disturbed others and engaging in illegal activity on the Residential Property. The particulars of termination stated:

“Pepper spray was sprayed all over our building which caused the entire building to evacuate.”

5. On August 13, 2025 the Tenant tried to file a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office to dispute the Notice. The Rental Office rejected the Tenant’s application because the Tenant did not file the application within ten days after the date the Tenant received the Notice (see subsection 61(5) of the *Act*).
6. On September 9, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking vacant possession of the Rental Unit and for the Sheriff to put the Landlord in possession.
7. On September 16, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for October 2, 2025 along with a copy of the Application.
8. On October 2, 2025 the Landlord submitted 9-pages of additional evidence, which was forwarded to the Tenant.
9. On October 2, 2025 the Representative, the Landlord’s witness and the Tenant joined the teleconference hearing before the Rental Office for determination of the Application. The parties confirmed that they received the evidence package and that all evidence submitted was included.

10. On October 3, 2025, the Rental Office issued Order LD25-365 which ordered that the tenancy agreement between the parties will terminate effective 5:00 pm on October 10, 2025.
11. The Tenant appealed Order LD25-365 on October 8, 2025.
12. The Commission heard the appeal on October 28, 2025, by way of telephone conference. The Tenant, Amber Kennific, attended the telephone hearing. The Landlord, Charlottetown Area Housing Authority, was represented by Erin Donnelly (Donnelly). Tyler Campbell (Campbell) attended as a witness for the Landlord.
13. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

C. DISPOSITION

14. The appeal is denied and Order LD25-365 is confirmed, subject to a variation in the tenancy agreement termination date.

D. ISSUES

15. The Landlord’s Application was to evict under section 61(1)(d) and 61(1)(e) of the *Act* claiming the tenant allowed a person into the building that pepper sprayed the building. Before commenting on the merits of the eviction application, the Commission must also determine whether the Tenant disputed the eviction notice within the time period required under the *Act*.

E. SUMMARY OF EVIDENCE

16. There was significant testimony regarding a pepper (or bear) spray incident. The Landlord claimed an individual allowed in the building by the Tenant sprayed pepper spray around the building and that video footage shows that immediately after the building was pepper sprayed, the Tenant’s boyfriend can be seen walking an individual carrying a pepper spray can out of the building. The Tenant testified that neither she nor her boyfriend was involved in the incident. The Tenant stated that her boyfriend neither lives in the building nor in the Rental Unit but is a frequent visitor. The Tenant stated that her boyfriend walked the individual who was responsible for the bear spray out of the building immediately following the incident. The Tenant did not accept responsibility for allowing the individual into the building and testified that the building which contains the Rental Unit does not have security doors. The Tenant stated that the video evidence is circumstantial.
17. With respect to whether the Tenant disputed the Eviction Notice within the time limit prescribed under the *Act*, the Tenant acknowledged that she was served with the eviction notice on July 23, 2025. She acknowledged that she did not dispute the eviction notice until August 13, 2025 and she did not serve that document on the Landlord until September 4, 2025. The Tenant stated that a very close friend of hers had passed away. The Tenant acknowledged that she should have filed and served her dispute of the eviction notice on time.
18. Donnelly acknowledged that the Landlord is now aware of the requirement under the *Act* to secure the building and the Landlord is looking into the best way to accomplish this.

19. Donnelly described the bear spray incident and stated that the videos speak for themselves. Donnelly testified that the Rental Unit was without electricity for months and the Tenant was running electrical cords to a friend's unit. Donnelly stated that the electrical cords are a safety issue.
20. In response to questions from the panel, Donnelly referred to specific portions of several videos offering her interpretation of what they revealed.
21. Campbell testified that the fire department was called to the building immediately after the bear spray incident. The Tenant had left the building with her dog. Campbell stated that he spoke with the Tenant's boyfriend outside and the boyfriend said "sorry".

F. ANALYSIS

22. The first issue to address is whether the tenant has disputed the Eviction Notice within the time period required by the Act.
23. The Landlord served a Form 4(A) eviction notice on the Tenant on July 23, 2025 (Exhibit E-17). At the very top of this document it states:

FORM 4 (A)

EVICTIION NOTICE

Tenants have ten (10) days to dispute this Eviction Notice by Filing a Form 2(A) Tenant Application with the Rental Office

24. At the bottom of the Form 4(A) full contact information is provided for the Rental Office. This includes a mailing address, telephone number, email address and website address.
25. On August 13, 2025, the Tenant attempted to filed a Form 2 (A) Tenant Application to Determine Dispute with the Rental Office (Exhibit E-15). Near the top of this Form, it is noted:

Application required to be served to the landlord within five (5) days of filling with the Rental Office

26. We note that Order LD25-365 (Rental office order) states that the Tenant's application was not accepted for filing because it was not filed with the Rental Office within 10 days of being served with a Notice of Eviction, as required by the Act. The Commission cannot determine from the record whether and how the date of service on the Tenant was determined on August 13, 2025 by the Rental Office. Nothing turns on this because the Tenant confirmed the date during the hearing at the Commission level; however for the sake of completeness, the Rental Officer, if including such details in an Order, should explain the relevant evidence that led to the determination that the Tenant did not file in time.
27. Exhibits E-18 and E-19 establish that the Tenant served the Form 2(A) on the landlord by email on September 4, 2025.

28. The testimony of the Tenant confirms she was served with the Form 4(A) on July 23, 2025, she attempted to file the Form 2(A) with the Rental Office on August 13, 2025 and she served the Form 2(A) on the Landlord on September 4, 2025.
29. Section 61 of the *Act* sets out the process by which a landlord may end a tenancy for cause by giving a notice of termination to a tenant. Subsection 61(5) allows a tenant to dispute a notice of termination by making an application within 10 days after the date the tenant receives the notice. Subsection 61(6) then sets out what happens if a tenant does not make an application in accordance with subsection 61(5):

Tenant presumed to accept notice

(6) Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), the tenant

(a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and

(b) shall vacate the rental unit by that date.

30. The Commission finds that the Tenant, having been served with the Form 4(A) by the Landlord, did not make an application to dispute that form in accordance with subsection 61(5) and is therefore deemed to accept the end of the tenancy and shall vacate the Rental Unit. Accordingly, the appeal is denied.
31. The Commission makes no finding on whether the evidence offered by the Landlord supported a termination of the tenancy.
32. The Commission reminds the Landlord, and indeed all landlords on Prince Edward Island, of section 27 of the *Act* which reads:

27. Security devices

A landlord shall ensure that devices necessary to make the residential property reasonably secure from unauthorized entry are installed in the rental unit, including on any door giving access to the exterior of the residential property. 2022,c.88,s.27.

G. CONCLUSION

33. The Tenant was deemed under subsection 61(6) to have accepted the end of the tenancy and shall vacate the Rental Unit. The Commission has no authority to waive the application of subsection 61(6) and accordingly the appeal is denied.

IT IS ORDERED THAT

1. The appeal is denied.
2. Order LD25-365 is confirmed, subject to a variation in the termination date of the tenancy.
3. The tenancy between the parties will terminate on January 9, 2026, at 5:00 p.m. The Tenant and all occupants must vacate the Rental Unit by this date and time.
4. 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, 22nd day of December, 2025.

BY THE COMMISSION:

[sgd. Gordon MacFarlane]

Gordon MacFarlane, Commissioner

[sgd. Kerri Carpenter]

Kerri Carpenter, Vice 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.