



PRINCE EDWARD ISLAND

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

Date Issued: February 13, 2026
Dockets: LR26002
Type: Rental Appeal

INDEXED AS: Michael Rozell v 11350102 Canada Inc. dba Ironwood Estates
2026 PEIRAC 8 (CanLII)
Order No: LR26-07

BETWEEN:

Michael Rozell (the "Tenant")

Appellant

AND:

11350102 Canada Inc. dba Ironwood Estates (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 February 13, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in terminating the tenancy between the parties and ordering that the Tenant and all occupants to vacate the rental unit due to non-payment of rent.

B. BACKGROUND

2. This appeal concerns a rental unit located at 204 - 76 Kensington Road, Charlottetown, PEI, (the “Rental Unit”). The Rental Unit is a two-bedroom, two-bathroom unit in a 30-unit building.
3. The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from October 1, 2025, to September 20, 2026 (the “Tenancy Agreement”). The Tenant moved in about five days early. A security deposit of \$2,160.00 was paid near the beginning of the tenancy. Rent in the amount of \$2,160.00 is due on the first day of the month.
4. On November 20, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 10, 2025,¹ for the non-payment of rent in the amount of \$2,160.00 (the “Eviction Notice”).
5. On December 18, 2025, the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking vacant possession of the Rental Unit. That Application was dealt with, as described below, in Order LD26-030. The Landlord’s Form 2(B) Application also sought rent owing, which was determined in Order LD26-031.
6. According to Order LD26-030, on January 2, 2026, the Rental Office issued a notice of teleconference hearing scheduled for January 22, 2026. On January 16, 2026, the Rental Office telephoned the Tenant but received no response and it was not possible to leave a voicemail message. Order LD26-030 states that on the day of the teleconference hearing, the Residential Tenancy Officer telephoned the Tenant and left a voicemail message to immediately call into the hearing. The Officer also emailed the Tenant. However, the hearing proceeded in the Tenant’s absence about ten minutes after the scheduled start time.
7. The Rental Office issued Order LD26-030 on January 23, 2026. The Order found that the tenancy between the parties would terminate effective February 2, 2026, and ordered the Tenant and all occupants to vacate the Rental Unit by that time and date.
8. The Tenant appealed Order LD26-030 to the Commission on February 2, 2026.
9. The Commission scheduled the appeal for hearing by way of teleconference on February 13, 2026, commencing at 9:30 a.m. Due to inclement weather, the hearing could not proceed at 9:30 a.m. and was rescheduled to 2:30 p.m. that same day. In response to the rescheduled hearing, the Tenant requested an adjournment to Friday, February 13, 2026,

¹ The Eviction Notice actually had an effective date of December 10, 2024; however, it is accepted that was an error and the effective date was December 10, 2025.

to accommodate a scheduled health appointment. The Commission rescheduled the hearing to Friday, February 13, 2026, at 11:00 a.m. A representative for the Landlord, Tommy Ford ("Ford") was present on the call.

10. The Tenant and Denise Sobey ("Sobey") called into the hearing at approximately 11:00 a.m. The Tenant made a brief submission to indicate that he would not be giving evidence, and that Sobey would speak on his behalf. Sobey indicated that she would be advocating for the Tenant. Shortly thereafter, the Tenant and Sobey disconnected from the teleconference. Commission staff immediately called the Tenant at the telephone number on file and left a voicemail message. Neither the Tenant nor Sobey reconnected to the teleconference hearing. The hearing proceeded in their absence.
11. In advance of the Commission's hearing, the parties were made aware that the Commission would hear a preliminary issue as to whether the Notice of Appeal was filed within the statutory timeline prescribed by the *Residential Tenancy Act*.

C. DISPOSITION

12. The appeal is dismissed.
13. First, the Commission finds that the Notice of Appeal was not filed within the statutory timeline prescribed by the *Residential Tenancy Act*.
14. Further, the Commission is satisfied that the Eviction Notice was valid at the time it was issued and that the tenancy between the parties should terminate on the basis of non-payment of rent effective Wednesday, February 18, 2026.

D. ISSUES

15. There are two issues the Commission must consider on this appeal:
 - A. Was the Notice of Appeal was filed within the timeline prescribed by the *Residential Tenancy Act*?
 - B. Was the Landlord's Eviction Notice valid such that the tenancy between the parties should terminate for the non-payment of rent?

E. SUMMARY OF EVIDENCE

16. The Landlord representative, Ford, provided brief testimony at the hearing. He testified that rent was paid for the first month the Tenant occupied the Rental Unit, in October 2025. The security deposit was also paid. However, Ford testified that rent has not been paid for November 2025, December 2025, January 2026, or February 2026.
17. Ford testified that he posted a copy of Order LD26-030 on the door of the Rental Unit on January 26, 2026. He also submitted that the Tenant received an emailed copy of Order LD26-030 from the Rental Office on January 23, 2026. He said the email address the Rental Office used was the same email address Ford used to communicate with the Tenant about the tenancy. Ford testified that he only ever had an email address for Sobey.

18. The Commission understands from Ford's evidence that Sobey lived with the Tenant in the Rental Unit.

F. ANALYSIS

Preliminary Issue – Was the Notice of Appeal filed on time?

19. The Tenant filed the Notice of Appeal with the Commission and served a copy on the Landlord on February 2, 2026.
20. Order LD26-030 is dated January 23, 2026. The Order directs the Tenant and all occupants to vacate the Rental Unit for non-payment of rent. The *Residential Tenancy Act* permits an appeal of an order directing a tenant to vacate a rental unit for the non-payment of rent "within seven days after a copy of the Director's order is given to the tenant."
21. The full text of the relevant provisions is as follows:

Commission to receive notice

(3) An appeal under subsection (1) shall be made by serving a notice of appeal, in the approved form, on the Commission and every party to the Director's order.

[...]

Timing of notice for order directing tenant to vacate

(5) Despite subsection (4), an appeal from an order directing a tenant to vacate the rental unit for non-payment of rent under section 60 or for cause under section 61 shall be served on the Commission within seven days after a copy of the Director's order is given to the tenant.

[Emphasis added]

22. The Commission must, therefore, determine what date the Tenant received a copy of Order LD26-030 in order to determine if it was filed on time.
23. First, Ford testified that he posted a copy of Order LD26-030 on the door of the Tenant's Rental Unit on January 26, 2026. When counting the appeal period from this date, the law says that where a period of time is expressed as beginning "after" a certain day, that day is not counted.² In other words, day one would have been January 27, 2026, and day seven would have been February 2, 2026.
24. However, the Commission notes that the evidence before us includes a copy of an email sent by the Rental Office to Sobey attaching Order LD26-030. The email was sent at 3:46 p.m. on Friday, January 23, 2026.

² *Interpretation Act*, RSPEI 1988, I-8.1, s. 33(3).

25. The *Residential Tenancy Act* states that where a copy of a document is sent electronically, it shall be considered to have been served on the day it is sent if the document is sent before 5:00 p.m. (s. 100(5)(a)).
26. The evidence from Ford was that Sobey's email address was the only contact information he ever had for the Tenant and that this was the email address used to communicate about the tenancy. This testimony seems to be corroborated in the documentary evidence. For example, there appears to be a log of electronic communication between the Landlord and Tenant respecting the execution of the tenancy agreement. This log includes Sobey's email address attributed to the Tenant.
27. Further, it appears that Sobey's email address was the only contact information the Rental Office had for the Tenant.
28. Therefore, the Commission is satisfied that Sobey's email address was the appropriate electronic address for the receipt of documents by the Tenant (per s. 100(1)(d)). As a result, the Commission is satisfied that Order LD26-030 was received by the Tenant on Friday, January 23, 2026. Counting ahead seven days from this date, the appeal period expired end of day on Friday, January 30, 2026.
29. The Commission has previously held in Order LR24-32 that subsections 89(3) and (4) mean that service **must** be effected on both the Commission and every party to the Rental Office order within the prescribed appeal period in order for an appeal to be properly made. The Commission is a statutory body and only has the authority expressly conferred upon it by the Legislature. We are without jurisdiction to waive or suspend the application of the provisions of the *Residential Tenancy Act* that stipulate an imperative time limitation for filing an appeal.
30. For these reasons, the Commission finds that the Notice of Appeal was not filed within the statutory timeline under the *Residential Tenancy Act*, and the appeal must be dismissed for this reason.
31. As a concluding comment, the Commission highlights the importance to the Landlord of ensuring that written tenancy agreements comply with the required contents as set out in the *Residential Tenancy Act*. One of those content requirements includes, for example, the contact information for the parties. As noted in Order LD26-030, the standard form tenancy agreement is available on the Rental Office's website.

Landlord's Notice for Cause

32. Despite the above finding, in the circumstances, the Commission will go on to consider the merits of the Tenant's appeal.
33. 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. Ford's undisputed testimony before the Commission was that rent has not been paid by the Tenant since October 2025. The Commission accepts this evidence. The Eviction Notice was dated November 20, 2025. The Commission accepts that on the date the Landlord delivered the Eviction Notice, the tenant had not paid rent for November 2025.

34. Order LD26-030 similarly found that the Landlord's Eviction Notice was valid and allowed the Application for vacant possession, on the basis that the Tenant had not complied with subsection 60(4) of the Act, which states:

Tenant may dispute notice or pay unpaid rent

(4) Within 10 days after receiving a notice of termination under this section, the tenant may

- (a) pay the overdue rent, in which case the notice of termination has no effect; or
- (b) dispute the notice of termination by making an application to the Director under section 75.

35. The Commission's has reviewed the evidence and agrees that the Tenant neither paid the overdue rent, nor filed an application with the Rental Office.

36. Subsection 60(5) goes on to state:

Tenant presumed to accept notice

(5) Where a tenant who has received a notice of termination under this section does not pay the rent or make an application to the Director in accordance with subsection (4), 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.

37. In the absence of an application from the Tenant disputing the valid Eviction Notice, the *Act* deems the Tenant to have accepted the termination of the tenancy.

38. For these reasons, the Commission agrees with the finding of the Rental Office that the Landlord's Application seeking vacant possession of the Rental Unit must succeed. The tenancy between the parties will terminate effective Wednesday, February 18, 2026.

Rent Owing

39. Ford's undisputed evidence before the Commission was that rent has not been paid for November 2025, December 2025, January 2026, or February 2026.

40. The Commission acknowledges that neither the Tenant nor the Landlord appealed Order LD26-031 with respect to rent owing. However, the Commission has the authority on appeal to make any decision or order that the Director is authorized to make under the *Residential Tenancy Act*. In the circumstances, the Commission will exercise that discretion to update the amount of rent owing to the Landlord by the Tenant.

November 2025	=	\$2,160.00
December 2025	=	\$2,160.00
January 2026	=	\$2,160.00
February 2026 (pro-rated)	=	<u>\$1,388.57³</u>
Total	=	\$7,868.57

³ (\$2,160.00 ÷ 28 = \$77.14/day) x 18 days = \$1,388.57

41. To be clear, the Tenant owes rent of \$77.14 per day for each day of February he and other occupants occupy the Rental Unit.
42. 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 February 18, 2026, the Landlords may, at their option, retain the security deposit to offset the amount of rent owing by the Tenant.

G. CONCLUSION

43. The appeal is dismissed.

IT IS ORDERED THAT

- 1. The appeal is dismissed.**
- 2. The Tenant and all occupants must vacate the Rental Unit on or before Wednesday, February 18, 2026, at 5:00 p.m.**
- 3. The Tenant owes the Landlord \$7,868.57 for outstanding rent.**
- 4. The Tenant must pay the Landlord the sum of \$7,868.57 within 30 days of the issue date of this Order.**

DATED at Charlottetown, Prince Edward Island, 13th day of February, 2026.

BY THE COMMISSION:

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

Pamela J. Williams, K.C., Chair

[sgd. Gordon MacFarlane]

Gordon MacFarlane, Commissioner

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.