



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

**Date Issued:** April 2, 2026  
**Dockets:** LR26009  
**Type:** Rental Appeal

INDEXED AS: Ozordi Ogechukwu Prince v. Om Prakash Joshi  
2026 PEIRAC 17 (CanLII)  
Order No: LR26-12

**BETWEEN:**

Ozordi Ogechukwu Prince (the "Tenant")

**Appellant**

**AND:**

Om Prakash Joshi (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 March 31, 2026, 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 March 17, 2026, and erred in finding that the Landlord will keep the Tenant's security deposit, including interest, in the amount of \$474.12 and that the Tenant must pay the Landlord \$858.14 by April 10, 2026.

## B. BACKGROUND

2. This appeal concerns a rental unit located at 3 Gamwell Avenue, Charlottetown, PEI (the "Rental Unit").
3. The Rental Unit is a single bedroom with shared facilities and common areas in a six-bedroom, two-bathroom single-family dwelling (the "Residential Property") owned by the Landlord.
4. On December 22, 2024 the parties signed a written, fixed-term tenancy agreement from January 1, 2025 to December 31, 2025. Following the end of the fixed-term, the tenancy continued on a monthly basis.
5. Rent in the amount of \$460.00 is due on the first day of the month.
6. On December 24, 2024 the Tenant paid the Landlord a \$460.00 security deposit.
7. On December 9, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 29, 2025 (the "Notice") for non-payment of rent, in the total amount of \$490.00.
8. On February 5, 2026 the Landlord emailed the Tenant and the Rental Office a first *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Rental Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD26-082.
9. On February 17, 2026 the Landlord emailed the Tenant and the Rental Office a second *Form 2(B) Landlord Application to Determine Dispute* seeking compensation for rent owing, in the amount of \$1,080.00, which is determined in Order LD26-083.
10. On March 10, 2026 the Landlord and the Tenant joined the teleconference hearing held before the Rental Office.
11. On March 10, 2026, the Rental Office issued Order LD26-082 which ordered that the tenancy between the parties will terminate effective 5:00 pm on March 17, 2026, and issued Order LD26-083, which ordered that the Landlord will keep the Tenant's security deposit, including interest, in the amount of \$474.12 and that the Tenant must pay the Landlord \$858.14 for rent owing by April 10, 2026.

12. The Tenant appealed Order LD26-082 and Order LD26-083 on March 16, 2026.
13. The Commission heard the appeal of both Orders on March 31, 2026, by way of telephone conference. The Tenant, Ozordi Ogechukwu Prince, and the Landlord, Om Prakash Joshi, attended the teleconference hearing. Manisha Singh and Dr. Akash Kumar Mishra attended as witnesses for the Landlord.
14. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

## C. DISPOSITION

15. The appeal is **denied** and the Orders LD26-082 and LD26-083 of the Rental Office are upheld. The Tenant shall vacate the Rental Unit by **5 p.m. on April 7, 2026**.

## D. ISSUES

16. Does the Tenant owe rent to the Landlord?
17. Is the Tenant required to vacate the Rental Unit, and if so, when?

## E. SUMMARY OF EVIDENCE

18. While the Tenant agrees that rent is owing to the Landlord, he also submits that the Landlord engaged in misconduct throughout the tenancy which he described as a sustained campaign of harassment, intimidation, and coercion against him, thereby violating of the Tenant's right to quiet enjoyment under the *Act*.
19. The Tenant submits that the Landlord advertised, showed, and re-let the Rental Unit to prospective new tenants while the Tenant still occupied it, without providing proper notice, contrary to the *Act*.
20. The Tenant submits that the Landlord failed to provide a written tenancy agreement as required by the *Act*.
21. The Tenant requests additional time to vacate the Rental Unit as he argued 7 days from the Order of the Rental Office was insufficient.
22. The Landlord submits that he is terminating the tenancy with the Tenant due to rental arrears from November 2025 to the present date and seeks an Order that the Tenant vacate the Rental Unit.
23. The Landlord submits that the Tenant currently owes rental arrears for December 2025 (\$160.00), January 2026 (\$460.00), February 2026 (\$460.00) and March 2026 (\$460.00), plus pro-rated April 2026 rent of \$107.33 (7 days divided by 30 days multiplied by \$460.00) for a total amount of \$1,647.33 which is undisputed. The Tenant continues to reside in the Rental Unit yet has not paid rent since November 2025.

24. Two witnesses testified on behalf of the Landlord. His spouse, Manisha Singh, indicated she attended at the Rental Unit on several occasions to deal with rent collection and repairs. The other witness, Dr. Akash Kumar Mishra, testified that on one occasion he drove with the Landlord and the Tenant to an automated teller machine at a local bank where the Tenant obtained cash to pay a portion of the rent owed.
25. The Landlord submits that he and his family endured severe personal consequences from the Tenant's failure to pay rent.
26. The Tenant indicated he has obtained a place to live as of April 1, 2026 and needs a few days to move out of the Rental Unit.

## **F. ANALYSIS**

27. The Commission has considered the materials contained in the evidence package and the submissions of the parties and witnesses.
28. During the hearing of this Appeal, both parties raised numerous allegations including harassment, intimidation, threats, racial discrimination, improper entry to the Rental Unit, damage to reputation, abusive messaging, lies, false accusations, reports of fraud to banking institutions, inappropriate disposal of waste and other disruptive actions.
29. The Commission finds that these allegations were not supported or established by sufficient evidence in this proceeding by either party. The Commission therefore places no weight on these allegations. These issues are more appropriately addressed in separate applications and other forums, some of which have already been filed. However, the Commission does note that the evidence establishes that the Landlord was more than reasonable in working with the Tenant in relation to paying the rent on time.
30. The Commission therefore focuses on the evidence that has been established on a balance of probabilities.
31. Under the tenancy agreement, the Tenant is responsible to pay rent in full by the first day of the month. The evidence establishes that the Tenant was in rental arrears as described above.
32. Under subsection 60(1) of the *Act*, it clearly states:
  - (1) *A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives notice.*
33. The evidence establishes persistent rental arrears from December 2025 through March 2026, and now into April 2026, which were not disputed by the Tenant.
34. The Commission therefore finds, on a balance of probabilities, that the Tenant failed to pay rent as required under the tenancy agreement and the *Act*.

35. The Commission finds that the Landlord complied with the statutory requirements under the *Act* for termination for non-payment of rent. Proper notice was given by the Landlord to the Tenant. There is no evidence that the Notice was waived or that the tenancy was reinstated or a new tenancy created.
36. The Commission finds that the Landlord's attempt to re-let the Rental Unit was appropriate in the circumstances when analyzed in the context of the Tenant's failure to pay rent over several months, despite his continued promises to do so.
37. The Commission finds that the parties did have a tenancy agreement until December 2025 and reminds the Landlord to continue using tenancy agreements with future tenants as required under the *Act*.
38. The Commission finds that appropriate Notice to vacate was given to the Tenant in the previous Order.
39. The Commission accepts that the Tenant has secured alternate accommodation as of April 1, 2026 and requires a brief extension of time to vacate the Rental Unit. In the circumstances, the Commission finds that a short extension is reasonable and does not prejudice the Landlord. The Tenant must vacate the Rental Unit by the timeline set out below.
40. As previously agreed, the Landlord will retain the security deposit, including interest to offset some of the Tenant's outstanding rent.
41. As a final note, the Tenant indicated he has filed a Form 2(A) Tenant Application to Determine Dispute with the Residential Tenancy Office seeking compensation under the *Act* for misconduct on the part of the Landlord. That matter will be heard by the Rental Office in due course and is not under consideration by the Commission at this time.

## **G. CONCLUSION**

42. The appeal is dismissed. Orders LD26-082 and LD26-083 are upheld, subject only to a variation of the date the Tenant must vacate the Rental Unit to April 7, 2026 and updated arrears and interest calculations.

**IT IS ORDERED THAT**

1. The tenancy between the parties terminates effective 5:00 p.m. on April 7, 2026.
2. The Tenant must vacate the Unit by 5:00 p.m. on April 7, 2026.
3. The Landlord shall keep the Tenant's security deposit of \$460.00 plus interest up to the date of this Order in the amount of \$14.91, which totals \$474.91.
4. The Tenant shall pay the Landlord \$1,540.00 plus pro-rated April rent of \$107.33 minus the security deposit of \$474.91 = \$1,172.45 by April 7, 2026.

**DATED** at Charlottetown, Prince Edward Island, 2<sup>nd</sup> day of April, 2026.

**BY THE COMMISSION:**

[sgd. Gordon MacFarlane]

Gordon MacFarlane

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

Pamela J. Williams, K.C.

**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.