



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: April 8, 2026
Docket: LR26013
Type: Rental Appeal

INDEXED AS: Natasha Ramsay v. Iain MacInnes
2026 PEIRAC 18 (CanLII)

Order No: LR26-13

BETWEEN:

Natasha Ramsay ("Tenant")

Appellant

AND:

Iain MacInnes ("Landlord")

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C. Chair
Murray MacPherson, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This was an appeal of Order LD26-095 and Order LD26-96 of the Residential Tenancy Office (“Rental Office”). The appeal was set for hearing by the Commission on April 7, 2026. The Tenant did not attend the appeal hearing and the appeal was, therefore, deemed abandoned by the Panel at the hearing. This Order follows that decision.

B. BACKGROUND

2. This appeal concerned a rental unit located at 62 Freetown Road in North Bedeque, PE (the “Rental Unit”). The Rental Unit is a single-unit family house owned by the Landlord.
3. On June 1, 2021, the parties entered into an oral, month to month tenancy agreement for the Rental Unit. Rent was \$1,000.00 per month, due on the first day of the month. The Tenant paid a \$600.00 security deposit at the beginning of the tenancy.
4. On February 2, 2026, the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with an effective date of February 22, 2026, for non-payment of rent. Outstanding rent was \$2,400.00.
5. On February 24, 2026, the Landlord emailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking an Order:
 - For rent owing;
 - For vacant possession of the Rental Unit and for the Sheriff to put the Landlord in possession of the Rental Unit;
 - Permitting disposal of the Tenant’s personal property; and
 - Permitting the Landlord’s claim against the security deposit.
6. The Rental Office scheduled the matter for a teleconference hearing on March 19, 2026. The hearing proceeded as scheduled on that date. The Landlord participated in the teleconference hearing. The Tenant did not attend. The Rental Office’s communications with the Tenant prior to the hearing are detailed in Order LD26-095.
7. On March 19, 2026, the Rental Office issued Orders LD26-095 and LD26-096. In those Orders, the Rental Office:
 - Terminated the tenancy between the parties effective March 27, 2026;
 - Ordered that the Tenant vacate the Rental Unit by March 27, 2026; and
 - Ordered the Tenant to pay the Landlord \$3,271.00 in outstanding rent owing up to March 27, 2026.
8. The Tenant appealed the Orders to the Commission on March 26, 2026.
9. On March 27, 2026, Commission staff emailed the parties with a Notice of Hearing, scheduled for April 7, 2026, beginning at 11:00 a.m. The email also included general

correspondence and exhibits for the scheduled hearing. The parties were invited to submit any additional evidence to be included in the final exhibit package.

10. On April 2, 2026, Commission staff emailed the parties with an updated final exhibit list and exhibits for the hearing.
11. On Monday, April 6, 2026, at 10:41 pm, the Tenant sent an email to Commission staff that included a link to pdf file titled "Form 2A Tenant Application to Determine Dispute". We note here that April 6, 2026, was the Easter Monday holiday, and the Commission's offices were closed.
12. The Form 2A submitted by the Tenant proposed paying outstanding rent in increments and also stated that the Tenant would not be attending the Commission's appeal hearing as she would be working.
13. At 8:12 a.m. on April 7, 2026, Commission staff called the Tenant and left a voice mail. At 9:53 a.m., on April 7, 2026, Commission staff replied to the Tenant's email advising that the attached form was a form to be filed with the Rental Office and further advised that the Commission hearing would be proceeding as scheduled. Commission staff advised the Tenant that as the Appellant, her attendance at the hearing was mandatory.
14. On April 7, 2026, at 11:00 a.m., Commission staff sent another email to the Tenant with the dial-in instructions for the hearing. Commission staff left a final voicemail for the Tenant at 11:04 a.m.
15. When the hearing began at 11:00 a.m., the Tenant was not on the telephone conference line. The Commission noted the absence of the Appellant on the record, referenced the emails and telephone attempts to contact the Appellant and, in accordance with Rule 29 of the Commission's Rules of Practice and Procedure, the Commission deemed the appeal abandoned because the Appellant failed to appear at the hearing, despite receiving notice of the date, time and method of participation for the appeal hearing.
16. In coming to this conclusion, the Commission notes that when parties are given a Notice of Hearing by Commission staff, it is accompanied by a copy of the Commission's Scheduling, Rescheduling, and Adjournment Policy. That Policy states that if a party needs to reschedule a hearing, they must contact the Commission and the other parties in writing within 2 business days of receiving the Notice of Hearing and must provide two alternative dates that are within 2 weeks of the scheduled date. The policy further provides that last minute adjournments are meant for extraordinary circumstances. Last minute adjournments are granted at the discretion of the Commission.
17. In the present case, the Commission did not receive a request for rescheduling from the Tenant in accordance with the Policy. The Commission, further, did not grant an adjournment in response to the Tenant's email on the evening of April 6, 2026. Commission staff advised the Appellant that her attendance at the hearing was mandatory.

C. DISPOSITION

18. The appeal is deemed abandoned in accordance with Rule 29(1)(d) of the Commission's Rules of Practice and Procedure.

IT IS ORDERED THAT

1. The appeal is deemed abandoned in accordance with Rule 29(1)(d) of the Commission's Rules of Practice and Procedure.
2. Order LD26-095 of the Rental Office remains in force and effect.
3. The tenancy between the parties is terminated effective March 27, 2026.
4. The Tenant owes the Landlord \$3,271.00 in outstanding rent owing up to March 27, 2026.
5. The Tenant shall also pay the Landlord outstanding rent on a pro-rated basis from March 27, 2026, to the date she and all occupants vacate the Rental Unit.
6. The amount the Tenant must pay the Landlord is subject to any adjustments for outstanding rent paid by the Tenant to the date of this Order.
7. The Tenants shall pay the outstanding amount to the Landlord by April 15, 2026.
8. In the event the outstanding rent remains unpaid by the Tenant by April 15, 2026, the Landlord may, at their option, retain the security deposit to offset the amount of rent owing by the Tenant.

DATED at Charlottetown, Prince Edward Island, the 8th day of April, 2026.

BY THE COMMISSION:

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

[sgd. Murray MacPherson]
Murray MacPherson, 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.