



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: June 5, 2026
Dockets: LR26018
Type: Rental Appeal

INDEXED AS: LuAnn Lovlin v. Ron Howse
2026 PEIRAC 32 (CanLII)
Order No: LR26-24

BETWEEN:

LuAnn Lovlin (the "Landlord")

Appellant

AND:

Ron Howse (the "Tenant")

Respondent

ORDER

Panel Members:

Kerri Carpenter, Vice Chair
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 April 29, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlord must pay the Tenant compensation in the amount of \$2,731.26 by May 19, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 2 – 59 Longworth Avenue, Charlottetown, PEI (the “Rental Unit”). The Rental Unit is a one-bedroom, one-bathroom condominium unit that the Landlord has owned since early November of 2023. There are five units in the building and the Landlord only owns the Rental Unit.
3. The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from December 1, 2023, to April 30, 2025. A security deposit of \$1,000.00 was paid in two installments of \$500.00. The Tenant paid the first installment around November 1, 2023, and the second around December 1, 2023. Rent in the amount of \$1,900.00 was due on the first day of the month.
4. On December 26, 2024, the parties extended the fixed-term to August 31, 2025.
5. On April 21, 2025, the Landlord emailed the Tenant providing “*official notice*” that the tenancy agreement would end on August 31, 2025. Her email states, in part:

“This email constitutes official notice of the upcoming conclusion of our tenancy agreement for [Unit] effective 31 August 2025. ...”

6. On July 31, 2025 the Tenant sent the Landlord an email which stated in part as follows:

“As you must be aware, the PEI Residential Tenancy Act states when the Landlord is terminating the lease for their own personal use, the Landlord is obligated to pay one (1) month’s rent plus reasonable moving expenses incurred by the Tenant up to a maximum of one month’s rent.

I have reviewed the circumstances of our tenancy with the Office of the Director of Residential Rental Property (Rental Office), and they agree with my conclusions that you would owe me one months rent and reasonable moving expenses.

I am choosing to not pay the August 1 rent to soften the blow of this one months rent financial obligation on your part, leaving only the return of the damage deposit (conditional on inspection) and the costs of the moving expenses to be paid.”

7. The Tenant did not pay August 2025 rent.

8. On August 11, 2025, the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking rent owing for August 2025 in the amount of \$1,900.00. The particulars of this application state, in part:

“...The fixed term was defined from the beginning of our agreement and the tenant has known the end date of the agreement since signing the agreement.

The agreement is coming to its end this month – 31 Aug 2025. The tenant was also given written email ‘reminder’ notice, four months in advance of the end date of the lease.

He also signed this fixed-term agreement, agreeing to the terms of the lease, which also identified the end date of the lease.

As part of the agreement, the tenant agreed to pay the rent monthly via e-transfer, on the first day of the month, each and every month that was part of the fixed-term lease.

The tenant emailed me on 31 July 2025 and claimed that because I ‘terminated the rental agreement’, I would have to pay his moving expenses, and to ‘soften the blow’ of this, he was not paying his August 2025 rent.

I have not terminated his lease. The fixed-term lease agreement is coming to an end...”

9. On August 31, 2025, the Tenant moved out of the Rental Unit.
10. On September 10, 2025, the Landlord filed a second *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the Tenant’s security deposit plus additional compensation for the rent owing.
11. On October 22, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for December 2, 2025. The matter was rescheduled twice, once at the request of each party. Notice of a rescheduled hearing was sent to the parties for a hearing on January 15, 2026.
12. On January 15, 2026 the Landlord, the Tenant and the Tenant’s witness (“JS”) participated in the teleconference hearing before the Rental Office.
13. The Tenant was permitted to file an application with the Rental Office after the hearing at regarding the section 72 compensation that was referred to in the Tenant’s July 31, 2025, email and in the particulars of the Landlord Application. The parties were provided an opportunity to provide additional evidence and written submissions regarding these claims.

14. On January 19, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* requesting compensation of one month's rent and moving expenses under section 72 of the *Act* and the return of the security deposit.
15. The parties provided additional evidence and submissions up until February 27, 2026.
16. On March 16, 2026, the Rental Office issued Order LD26-088 which ordered that the Landlord must pay the Tenant compensation in the amount of \$2,731.26 by May 19, 2026.
17. The Landlord appealed Order LD26-088 to the Commission on April 2, 2026.
18. The Commission heard the appeal on April 29, 2026, by way of telephone conference. The Landlord and the Tenant attended the telephone hearing.

C. DISPOSITION

19. The appeal is dismissed. Order LD26-088 is upheld and the Landlord shall pay to the Tenant compensation in the amount of \$2,737.41. The reasons that follow will explain the Commission's rationale in coming to this decision.

D. ISSUES

20. The issues to be considered by the Commission in this appeal are as follows:
 - i) Does the Tenant owe the Landlord one month's rent?
 - ii) Is the Tenant entitled to one month's rent and moving expenses in compensation under section 72 of the *Act*?

E. SUMMARY OF EVIDENCE

Landlord's Evidence

21. The Landlord submits that the Tenant agreed to the terms and conditions of a fixed-term tenancy upon signing the tenancy agreement in November 2023 and further agreed to the terms and conditions of the extension of the fixed-term tenancy to August 2025.
22. The Landlord submits she and the Tenant had a mutually-agreed-to fixed-term tenancy agreement which clearly identified the end date of August 31, 2025.
23. The Landlord's evidence is that the Tenant did not pay his last month's rent for August 2025. It is the Landlord's position that, upon signing the fixed-term tenancy agreement, the Tenant is responsible to pay rent in full up to the last day of occupancy.
24. The Landlord further submits that the Tenant is not eligible for his compensation claim under section 72 of the *Act*.
25. The Landlord argues that the end date in the extended fixed-term tenancy agreement is an agreed-to end date that is clear, binding and, in fact, protected the Tenant. The

Landlord stated that the Tenant never indicated any interest in staying in the Rental Unit past the end date in the fixed-term tenancy agreement.

26. The Landlord disputes that she was required to issue an Eviction Notice (Form 4B) to the Tenant in the circumstances. She argues she did not terminate an existing tenancy agreement nor was she required to “evict” the tenant; his end date was clearly identified and agreed to in the fixed-term tenancy agreement and extension agreed to by the parties.
27. The Landlord argues that if the *Act* requires a landlord to repeat steps and processes to duplicate compliance requirements, it is a waste of the Rental Office and Commission’s time and effectiveness and submits that an Eviction Notice in this situation would be redundant.
28. The Landlord submits that at no time throughout the term of the tenancy agreement or extension thereto, was there any intent or actions on her part ignore any requirements as set out in the *Act*.
29. Finally, the Landlord submits that it was unfair for the Rental Office to advise and allow the Tenant to file additional claims but not reciprocate that opportunity to her. The Landlord argues that by awarding one-month’s rent and moving expenses in this situation, the Rental Office is re-writing the *Act* and potentially imposing such expenses on every fixed-term tenancy, imposing obligations not currently found in the *Act*.
30. The Landlord is seeking rental arrears for August 2025 in the amount of \$1,900.00 and denies any section 72 compensation.

Tenant’s Evidence

31. The Tenant is seeking one month’s rent and moving expenses for compensation under section 72 of the *Act* as he moved out of the Rental Unit for the Tenant’s occupation.
32. The Tenant submits that he did not receive an Eviction Notice (Form 4B) from the Landlord.
33. The Tenant agrees with the Rental Office’s analysis in Order LD26-088 and argues that it should remain in place.
34. Upon questioning by the Commission with regard to his moving expenses claim, the Tenant testified that movers were hired for 1.5 days and that he paid the movers in cash. The Tenant submitted that the receipt, although not in an ordinary format, was issued by the President of the moving company.

F. ANALYSIS

35. In Order LD26-088, the Rental Office found that the Tenant owed the Landlord \$1,900.00 in rental arrears for August 2025. It was further determined that the Tenant had established a compensation claim for one month’s rent plus moving expenses as per section 72 of the *Act*. This resulted in the Landlord being ordered to pay the Tenant the off-set amount of \$2,731.26. The Landlord appealed the decision.

August 2025 Rent

36. The Commission agrees that the Tenant owes the Landlord rent for August 2025. It is undisputed that the Tenant did not pay rent for August 2025 despite occupying the Rental Unit until August 31, 2025.
37. The evidence establishes that the parties entered into a valid written fixed-term tenancy agreement commencing December 1, 2023, and ending April 30, 2025, which was subsequently extended by mutual agreement to August 31, 2025. The Tenant signed both the original agreement and the extension and was therefore aware of the agreed to expiry date of the tenancy.
38. Under the terms of the tenancy agreement, rent in the amount of \$1,900.00 was due on the first day of each month throughout the duration of the tenancy. The Tenant remained obligated to pay rent for the entirety of the fixed term, including August 2025. The *Act* expressly requires tenants to pay rent when it is due, regardless of the circumstances (section 19(1)).
39. The Tenant continued to occupy the Rental Unit until August 31, 2025, that being the final day of the agreed fixed term. In these circumstances, the Commission finds that the Tenant is liable for the unpaid August 2025 rent in the amount of \$1,900.00, together with any applicable interest authorized under the *Act*.

Section 72 Compensation

40. The central issue on this appeal is whether the Tenant is entitled to compensation pursuant to section 72 of the *Act* as a result of the fixed-term tenancy ending on August 31, 2025.
41. Section 72 of the *Act* states:

72. Compensation for personal use

A landlord shall compensate a tenant who receives a notice of termination of a tenancy under section 62 or 63 in an amount equal to one month's rent plus reasonable moving expenses in accordance with the regulations or offer the tenant another rental unit acceptable to the tenant.

42. The Tenant submits that because the Landlord intended to occupy the Rental Unit following the end of the tenancy the Landlord was required to serve an Eviction Notice (Form 4B) to him in accordance with section 62 of the *Act* and to provide compensation equivalent to one month's rent together with reasonable moving expenses.
43. The Landlord, on the other hand, submits that tenancy agreement was, at all material times, a fixed-term tenancy with a clearly defined commencement and expiry date. She says the parties expressly agreed not only to the original fixed term but also to the subsequent extension ending August 31, 2025. It is the Landlord's position, therefore, that she was not required to "terminate" the tenancy agreement, because the parties agreed it would expire on August 31, 2025.

44. In this case, the Commission must consider whether section 72 of the *Act* is engaged where a tenancy is otherwise set to end on the fixed-term expiry date. In the Commission's opinion, the *Act* creates a gap with respect to the end of fixed-term tenancies in these kinds of circumstances.
45. First, the Commission notes the definition of "fixed-term tenancy" in the *Act* is as follows:
- 1(g) **"fixed-term tenancy"** means a tenancy under a tenancy agreement that specifies the date on which the term ends
46. The Commission acknowledges the position of the Landlord that, on its face, this definition contemplates that a fixed-term tenancy will *end* on the specified date, without either party having to give notice to terminate the tenancy.
47. However, the Commission must also consider the *Act* as a whole and whether this interpretation is reasonable when considered in light of the other provisions in the *Act*.
48. First, the Commission notes that subsection 55(3) of the *Act* provides that a *tenant* may give notice to end a fixed-term tenancy by giving the landlord notice of termination, effectively, one month before the end date specified in the tenancy agreement.
49. There is no similar provision in the *Act* that states when or how a *landlord* may give notice to end a tenancy agreement.
50. Next, section 52 of the *Act* provides for a deemed renewal where a "tenancy agreement ends on a specific date" (the Commission interprets this as meaning a fixed-term tenancy). Section 52 states in full:

52. Deemed renewal where no notice

- (1) *Where a tenancy agreement ends on a specific date and does not include an option to renew, and the landlord has not terminated the agreement in accordance with Division 3 of this Part, the landlord and tenant are deemed to renew the tenancy agreement on that date as a monthly tenancy with the same rights and obligations as existed under the former tenancy agreement, subject to any rent increase that complies with this Act.*

Exceptions

- (2) *Subsection (1) does not apply*
- (a) *where the landlord and tenant have entered into a written agreement in accordance with subsection 51(3);*
 - (b) *where the tenancy has been terminated in accordance with this Act;*
 - (c) *to a rental unit provided by an employer to an employee as a benefit of employment;*
 - (d) *temporary accommodation under the Tourism Industry Act that is provided for a guest for a continuous period of two months or more; or*

(e) *to premises ordinarily occupied by the owner of the premises and vacated by the owner for a period not exceeding seven months during a calendar year.*

51. On the Commission's read, section 52 contemplates that a fixed-term tenancy without a renewal option will be deemed to be renewed (i.e. it *will not end* on the specified date), unless the landlord terminates the tenancy in accordance with Division 3. Division 3 permits a landlord to end a tenancy for non-payment of rent (60), for cause (61), or for personal use (62), use of a purchaser (63), or renovations (64).

52. The Commission notes that the tenancy agreement in the present case did not include an option to renew. Further, the Commission is satisfied that none of the exceptions at subsection 52(2) apply in this case.

53. Finally, and perhaps most notably, subsection 62(2) expressly contemplates that the period of notice for a landlord's own use of the property cannot be earlier than the end of a fixed-term. Subsection 62(2) states:

Period of notice

(2) *The date for termination specified in the notice of termination shall be at least four months after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.*

54. Similar notice periods are included in both sections 63 and 64.

55. In other words, sections 62, 63 and 64 each contemplate that a landlord will give notice in a fixed-term tenancy situation.

56. As a comparison, the Commission has looked to the residential tenancy scheme in British Columbia. In that province, the BC *Residential Tenancy Act* contemplates a "vacate clause" in a fixed-term tenancy. This is a clause that a landlord and tenant can include in a fixed-term tenancy agreement requiring a tenant to vacate the rental unit at the end of the fixed-term where the landlord, or a close family member, will occupy the rental unit at the end of the fixed-term. Where such a clause is included, a landlord does not need to give notice or pay compensation to a tenant.

57. Notably, PEI's *Act* does not include a similar kind of "vacate clause".

58. In conclusion, the Commission finds that the section 72 requirement for compensation applies in these circumstances. In coming to this conclusion, the Commission notes that the submissions of the Landlord were compelling – the Commission agrees that, on its face, a fixed term tenancy is defined at subsection 1(g) as one that specifies an end date. It is understandable in the circumstances how the Landlord has come to this position, particularly where the evidence seems to demonstrate that the Tenant was always aware the Landlord would be moving back into her home at the end of the tenancy.

59. However, both the Commission and the Rental Office are administrative bodies created by statute and authorized by the *Residential Tenancy Act* to carry out certain functions. Therefore, when the Commission decides an appeal, that decision must be made in accordance with the provisions of the legislation approved by the law-makers of the

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.