



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: June 23, 2026

Dockets: LR26034

Type: Rental Appeal

INDEXED AS: Catherine Milligan v. Lorne Perry

2026 PEIRAC 37 (CanLII)

Order No: LR26-28

BETWEEN:

Catherine Milligan (the "Tenant")

Appellant

AND:

Lorne Perry (the "Landlord")

Respondent

ORDER

Panel Members:

Gordon MacFarlane, Commissioner
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 LD26-179 and Order LD26-180 of the Residential Tenancy Office (the "Rental Office"). The appeal was set for hearing by the Commission on June 18, 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 concerns a rental unit located at Unit B – 332 Chestnut Street, Summerside, PEI (the "Rental Unit").
3. The Rental Unit is a three-bedroom, one-bathroom basement apartment in a split-entry dwelling, owned by the Landlord.
4. On February 13, 2026, the parties signed a written, fixed-term tenancy agreement for the Rental Unit beginning March 1, 2026. Rent in the amount of \$1,480.00 is due on the first day of the month. A \$1,000.00 security deposit was required to be paid by March 1, 2026. Electricity is the Tenant's responsibility.
5. On February 25, 2026, the Tenant paid the Landlord \$400.00 in cash towards the security deposit.
6. On March 26, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with a vacate date of April 1, 2026 for not paying the security deposit.
7. On April 2, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with a vacate date of May 1, 2026 (the "Notice") for non-payment of rent, not paying the security deposit and repeatedly late rent payments. The particulars of termination state:

"Only received \$400 of \$1000 for damage/security. Also have not received rent for March 2026, hence previous eviction notice."
8. On April 9, 2026 after 4:00 p.m. the Tenant e-mailed the Rental Office and the Landlord a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") disputing the Notice.
9. On May 1, 2026, the Landlord e-mailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") seeking vacant possession of the Rental Unit.
10. On May 13, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for May 28, 2026. The Tenant e-mailed the Rental Office requesting an adjournment, which was allowed. On May 20, 2026, the Rental Office e-mailed the parties a new notice of a tele-hearing scheduled for May 29, 2026. On May 27, 2026, the Tenant e-mailed the Rental Office requesting another adjournment, without providing a reason. The adjournment was denied.

11. On May 29, 2026 at 7:13 a.m. the Tenant e-mailed the Rental Office again requesting a further adjournment. The Tenant stated she would not attend the tele-hearing and provided two photographs supporting the reason for the adjournment. On May 29, 2026 at 8:06 a.m. the Rental Office e-mailed the Tenant again denying the adjournment request. The Rental Office also informed the Tenant that she may have a representative at the tele-hearing and provided an estimation for the tele-hearing's time commitment.
12. On May 29, 2026 at 9:10 a.m. the Landlord and the Landlord's witness participated in the tele-hearing before the Rental Office. The tele-hearing proceeded ten minutes after the scheduled time in the Tenant's absence.
13. On May 29, 2026, the Rental Office issued Order LD26-179, which ordered that the tenancy between the parties will terminate effective 5:00 pm on June 6, 2026. Order LD26-179 found that the Landlord's eviction notice was valid on the basis that the Tenant has not paid rent. The Rental Office also issued Order LD26-180, which ordered that the Tenant must pay the Landlord the total amount of \$5,075.79 by June 29, 2026. This amount includes unpaid rent and unpaid electricity for March 2026, April 2026, and May 2026. The amount owing also includes a prorated amount of rent for June 2026.
14. The Tenant appealed Order LD26-179 and Order LD26-180 on June 5, 2026
15. On June 11, 2026, Commission staff emailed the parties with a Notice of Hearing scheduled for June 18, 2026, beginning at 1:30 pm. Attached to the Notice of Hearing was the Scheduling Policy for Rental Appeal Hearings. 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.
16. On June 16, 2026, the Tenant submitted additional evidence via email to Commission staff.
17. On June 16, 2026, Commission staff emailed the parties with an updated final exhibit list and exhibits for the hearing.
18. On June 18, 2026, at 9:59 am, Commission staff sent a further email to the Tenant asking that the Tenant confirm that she was able to download the Exhibits for the hearing.
19. On June 18, 2026 at 1:17 pm, the Tenant emailed Commission staff asking that the hearing be rescheduled. The request was denied by email from Commission staff on June 18, 2026, at 1:23 pm. The Tenant was also advised that the Commission hearing would be proceeding as scheduled (at 1:30 p.m.) and that as the Appellant, her attendance at the hearing was mandatory, otherwise the Commission may deem the appeal abandoned.
20. When the hearing began at 1:30 p.m., the Tenant was not on the telephone conference line. The Commission noted the absence of the Appellant on the record 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.

21. 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.
22. 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 June 18, 2026, at 1:17p.m. Commission staff advised the Appellant that her attendance at the hearing was mandatory.

C. DISPOSITION

23. The appeal is deemed abandoned in accordance with Rule 29(1)(d) of the Commission's Rules of Practice and Procedure. Order LD26-179 and Order LD26-180 of the Rental Office will remain in full force and effect, subject to variation in the date for termination of the tenancy. The Commission also orders rent owing from the Tenant to the Landlord to the date of termination:

March 2026 rent	\$1,480.00
April 2026 rent	\$1,480.00
May 2026 rent	\$1,480.00
June 2026 rent	\$1,480.00
Unpaid electricity (per LD26-180)	\$389.12
Total:	\$6,309.12

24. In making this disposition, the Commission notes that the evidence package before the Commission was over 250 pages. On a paper-review of the evidence before, the Commission is satisfied that the Tenant has not paid rent or utilities to the Landlord since moving into the Rental Unit in March 2026.

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 LD26-179 of the Rental Office remains in force and effect, subject to a variation in the date of termination.
3. The tenancy between the parties is terminated effective June 30, 2026.
4. Order LD26-180 remains in full force and effect, subject to a variation in the amount owing from the Tenant to the Landlord.
5. The Tenant shall pay to the Landlord \$6,309.12 on or before June 30, 2026.
6. The amount the Tenant must pay the Landlord is subject to any adjustments paid by the Tenant to the Landlord to the date of this Order.
7. In the event the outstanding rent remains unpaid by the Tenant by June 30, 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, 23rd day of June, 2026.

BY THE COMMISSION:

[sgd. Gordon MacFarlane]
Gordon MacFarlane, Commissioner

[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.