



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

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LR26033

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Rental Appeals

INDEXED AS: Mullins v. Magnum PEI

2026 PEIRAC 40 (CanLII)

Order No: LR26-31

BETWEEN:

Sheila Mullins
(aka Sheila Mullens)

Appellant (Tenant)

AND:

Magnum PEI Maintenance and Repair Ltd.

Respondent (Landlord)

ORDER

Panel Members:

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

Pamela Williams, K.C, Chair
Gordon MacFarlane, Commissioner

1. INTRODUCTION

1. This is an appeal of an Order of the Residential Tenancy Office (the “Rental Office”) to terminate the tenancy between the Tenant and the Landlord on the basis that the Tenant had not paid rent since January 2026.
2. The Commission heard the appeal by way of a paper-based hearing and considered the whether the Rental Office erred in terminating the tenancy between the parties.

2. BACKGROUND

3. The appeal concerns a two-bedroom rental unit located at 516 Main Street, Montague, PE (the “Rental Unit”). The Landlord has operated the building as property manager for four years.
4. The Tenant (Appellant) occupies the Rental Unit under an oral, monthly tenancy agreement. A security deposit of \$250.00 was paid. Rent in the amount of \$1,053.69 is due on the first day of the month. The evidence before the Commission is not clear how long the Tenant has occupied the Rental Unit, though the Landlord has guessed it has been since approximately 2010 or 2016.
5. On or about February 3, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of February 13, 2026, for non-payment of rent in the amount of \$2,107.38, repeatedly late rent payments, and water damage.
6. On February 10, 2026, the Randy Pitre, acting on behalf of the Tenant (the “Tenant’s Representative”), filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Eviction Notice and seeking compensation.
7. On March 16, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking rent owing and compensation for water damage. The Landlord Application also sought vacant possession of the Rental Unit and for the Sheriff to put the Landlord in possession.
8. On April 10, 2026, the Rental Office sent the parties notice of a paper-based hearing with an evidence and submissions timeline of April 20, 2026.
9. On April 20, 2026, at 4:04 p.m. the Tenant’s Representative emailed the Rental Office stating that the Rental Office would receive “‘30’ large additional attachment files related to the ‘Partial’ Evidence Package.” The Tenant’s Representative also stated that “Due to the large file sizes (GB), transmission and downloads may take some additional time to transfer and download or the system could reject as being too large for certain attachments.”
10. On April 24, 2026, the Rental Office extended the evidence submission timeline to April 29, 2026 at 4:00 p.m. and provided the Tenant’s Representative with a link to a secure file sharing platform, TitanFile, for submitting documents electronically.
11. On April 29, 2026, the Tenant’s Representative emailed the Rental Office stating that an “original document” was currently at the printer with additional copies being printed. He stated that the copies may not be ready by 4:00 p.m. and would certainly be available the next day.

12. The Rental Office did not receive the Tenant's Representative's 30 attachments nor the copies of the "*original document*" referred to in his April 29, 2026, email.
13. The Rental Office proceeded with a paper-based hearing and issued Order LD26-174 and Order LD26-175 on May 28, 2026.
14. Order LD26-174, which is the subject of the appeal before the Commission, found that the Landlord's Eviction Notice was valid and terminated the Tenant's tenancy agreement and ordered the Tenant and all occupants to vacate the Rental Unit by June 4, 2026, at 5:00 p.m. Order LD26-174 also stated that the request in the Tenant's Application to have the Rental Unit inspected had been denied by the Rental Office on April 24, 2026.
15. Order LD26-175 allowed the Landlord's application for unpaid rent and ordered that the Tenant must pay the Landlord outstanding rent back to January 2026, in the amount of \$5,408.94. Order LD26-175 also denied the Tenant's Application for compensation in the amount of \$8,965.83 (equalling rent from September 2025 onwards and other costs).
16. The Tenant's Representative filed a Notice of Appeal of Order LD26-174 with the Commission on June 4, 2026.
17. On June 10, 2026, the Commission received a signed "Notice of Representation" from the Tenant, granting authorization to Randy Pitre (the Tenant's Representative) to represent her interests in the matter.
18. On that same day, Commission staff contacted the Tenant directly at the phone number on the Notice of Representation. Commission staff confirmed with the Tenant her intention to be represented by Randy Pitre and provided some general details and information about the appeal hearing process.
19. On June 19, 2026, the Commission issued Order LR26-27 - Direction Regarding Procedure ordering that this appeal would proceed by way of a paper-based hearing and set timelines for the delivery of the parties' evidence and submissions. The parties' respective submissions will be discussed in more detail later in these reasons.
20. On June 19, 2026, Commission staff served the Landlord and Tenant's Representative with the Direction Regarding Procedure via email. On that same day, Commission staff also arranged for a process server to deliver the Direction Regarding Procedure and Exhibit Book directly to the Tenant.
21. The Commission understands from the Landlord's evidence that the Tenant herself has moved out and no longer occupies the Rental Unit.

3. DISPOSITION

22. The Commission denies the appeal and confirms the findings of the Rental Office in Order LD26-174. The tenancy between the Tenant and Landlord is terminated effective Friday, July 10, 2026, at 5:00 p.m. The Commission is satisfied that the Tenant has already moved out of the Rental Unit and, therefore, finds an immediate vacate date is appropriate in the circumstances.

23. Further, the Commission orders that the Tenant must pay the Landlord outstanding rent for January 2026, February 2026, March 2026, April 2026, May 2026, June 2026 and July 2026 (pro-rated to July 10) in the amount of \$6,662.04.
24. If the Tenant's outstanding rent remains unpaid as of July 10, 2026, the Landlord may keep the Tenant's security deposit to offset part of the outstanding rent.

4. ISSUES

25. On this appeal, the Commission must consider whether the Rental Office erred in finding that the tenancy agreement between the parties should be terminated on the basis of non-payment of rent.
26. The Commission will also consider the amount of outstanding rent.

5. SUMMARY OF EVIDENCE

27. The documentary evidence before the Commission includes 50 exhibits, totalling 124 pages.
28. All of the documentary evidence before the Commission was submitted by the parties in the course of the proceedings at the Rental Office. That evidence was then provided to the Commission for review on this appeal. This evidence was included in an Exhibit Book that was shared with the parties via a secure file sharing platform, TitanFile, on Friday, June 19, 2026.
29. The Tenant's evidence in the Evidence Book includes the Notice of Appeal prepared by the Tenant's Representative, the Tenant's Form 2(A) Application also prepared by the Tenant's Representative, a Form 3 Tenant Notice of Termination prepared by the Tenant's Representative, and emails and written submissions from the Tenant's Representative.
30. The Landlord's evidence in the Exhibit Book consists of a chronology of events and submissions of the Landlord, the Eviction Notice to the Tenant, notices provided to the Tenant with respect to smoking and outstanding rent, invoices for plumbing work, cleaning services and pest remediation. The Landlord's evidence also includes letters of support for the Landlord and its representative.
31. The Commission's Direction Regarding Procedure set out timelines for additional submissions and evidence of the parties in respect of the Tenant's appeal.

i. Submissions by Tenant's Representative on appeal

32. On Thursday, June 25, 2026, the Tenant's Representative made a submission to the Commission. The June 25th submission addressed matters of "tainted proceedings", concerns and allegations about the Commission and Commission staff, and alleged conflicts of interest. The submission threatened legal and criminal proceedings against the Commission, its Commissioners and staff. The June 25th submission did not address any substantive elements of the Tenant's appeal of Order LD26-174.

33. On Tuesday, June 30, 2026, the Tenant's Representative made a motion to the Commission, which will be discussed in more detail below. The motion requested the Commission rescind the Direction Regarding Procedure, among other issues.
34. On Friday, July 3, 2026, the Tenant's Representative emailed the Commission stating that because the Landlord did not serve him directly with the Landlord's responding submissions, he could not make a reply submission by the deadline of July 3, 2026 and 12:00 p.m. Commission staff replied indicating that the Commission's deadlines in the Direction Regarding Procedure were final and the matter would be heard as directed with an Order being issued in due course.
35. On Monday, July 6, 2026, the Tenant's Representative made another submission to the Commission making further unsupported and spurious allegations about the Commission, its Commissioners and staff.
36. Again, the Commission notes that the submissions of the Tenant's Representative do not address any meaningful grounds of appeal of Order LD26-174.
37. Before moving on, the Commission also highlights that in the material filed with the Commission, the Tenant's Representative has spelled the Tenant's name multiple ways (e.g. Sheila Mullens, Shelia Mullens, and Shelia Mellens). The Commission has reviewed the material and is satisfied the Tenant's name is "Sheila Mullins", as signed by her on the Notice of Representation provided to the Commission. The Commission was also provided with a veterinary bill from the Tenant's Representative in his July 6th submission, which spells the Tenant's name "Sheila Mullins".

ii. Submissions by Landlord on appeal

38. On Monday, June 29, 2026, the Landlord submitted a two-page written submission to the Commission along with the completed Certificate of Evidence. The Landlord's submission was forwarded to the Tenant's Representative by Commission staff on Thursday, July 2, 2026, at 8:56 a.m.
39. The Landlord's submission confirms that the Tenant has not paid rent since January 2026 and that the Rental Unit currently sits empty while these proceedings are ongoing. The Landlord's submission states that the Tenant vacated the Rental Unit on or about June 5, 2026.
40. Notably, the Landlord's submission also states that the Landlord is willing to waive all arrears the Tenant owes in overdue rent and just wants the Rental Unit to be occupied by someone in need of housing.

6. ANALYSIS

A. PRELIMINARY ISSUES

41. There are two preliminary issues the Commission wishes to comment on before moving to the merits of this appeal.

i. Notice of Appeal re Order LD26-175

42. On June 18, 2026, at 8:03 a.m. the Tenant's Representative sent an email to Commission staff attaching a Notice of Appeal in respect of the Rental Office Order LD26-175 (the "Second Notice of Appeal"). Order LD26-175 is dated May 28, 2026, and the statutory timeline to appeal that order expired on June 17, 2026 (per section 89(4) of the *Residential Tenancy Act*).
43. The Second Notice of Appeal was dated June 10, 2026, and the Tenant's Representative suggested that the Second Notice of Appeal was being sent to Commission staff for a second time. In response, Commission staff twice requested the Tenant's Representative to confirm that the Second Notice of Appeal had been previously filed along with proof of service on the Landlord within the statutory timeline to appeal.
44. The Commission's Direction Regarding Procedure made a preliminary finding that the Second Notice of Appeal was not filed in accordance with the timeline prescribed at section 89(4) of the *Residential Tenancy Act*, but left it open to the Tenant to make further submissions on this matter.
45. The Commission has no record of having received the Second Notice of Appeal before June 18, 2026. Neither the Tenant nor the Tenant's Representative provided proof of filing and service to the Commission before June 18, 2026. Therefore, the Commission confirms its preliminary finding and determines that the Second Notice of Appeal was not filed within the statutory timeline.

ii. Motion made by Tenant's Representative and other matters

46. On Tuesday, June 30, 2026, the Tenant's Representative made a motion to the Commission requesting the Commission rescind the Direction Regarding Procedure, among other issues (the "Motion").
47. The Tenant's Representative's Motion submitted that the Direction Regarding Procedure was "affected by significant procedural violations, substantive concerns, and very serious claims of violations and conflicts of interest". The Motion requested the Direction Regarding Procedure be rescinded and that all related matters be reheard in full after the Tenant's Representative's complaints about the Commission, its Commissioners and staff were "fully and lawfully addressed".
48. The Commission has reviewed the Motion and denies the relief sought. The Commission is not satisfied that the Direction Regarding Procedure should be rescinded for the reasons outlined by the Tenant's Representative. The grounds and allegations raised in the Motion are unsupported and unfounded.
49. The Tenant's Representative also made submissions on July 3rd and July 6th arguing, essentially, that the Direction Regarding Procedure was unfair because he only had four hours to respond to the Landlord's submissions. In respect of this submission the Commission notes the following:
 - a) the Direction Regarding Procedure was issued on Friday, June 19, 2026, and provided the Tenant (and her representative) until Thursday, June 25, 2026 at 12:00 p.m. to submit

any additional evidence and prepare a written submission to support the grounds of appeal and relief sought.

b) The Landlord was then permitted an opportunity to respond to the Tenant's submissions and evidence by Thursday, July 2, 2026, at 12:00 p.m.

c) The Tenant (and her representative) were provided a brief opportunity to reply to the Landlord's submissions by the next day, Friday, July 3 at 12:00 p.m.

50. The Commission is satisfied that the timelines set out in the Direction Regarding Procedure were reasonable and provided both parties fair opportunity to be heard and to know the case to be met on appeal.

51. Finally, the Tenant's Representative made many submissions to the Commission, both in the Motion and via email, about Commission's staff's direct contact with the Tenant (Appellant) via phone call and personal service via process server. The Tenant's Representative took great objection to this arguing it was a "fundamental breach" that "compromised the proceedings." While the Commission acknowledges that the *Residential Tenancy Act* permits parties to be represented at a hearing by an "agent" (section 80(6)), the Commission finds it is entirely appropriate and necessary in some circumstances for the Commission and its staff to make direct contact with parties to a matter ensure they are receiving proper notice of the proceedings, for example. The Notice of Representation signed by the Tenant invited the Commission to contact her directly with any questions or concerns. In this case, the Tenant's Representative is not a lawyer and the Commission is satisfied that staff's direct communications with the Tenant were appropriate and fair in the circumstances.

B. TERMINATION OF TENANCY FOR NON-PAYMENT OF RENT

52. Order LD26-174 of the Rental Officer determined the Landlord's Eviction Notice was valid with regard to non-payment of rent and denied the Tenant's Application to set aside the Eviction Notice. Order LD26-174 ordered the tenancy terminated effective June 4, 2026.

53. The Commission upholds this finding on appeal.

54. First, the Commission notes that the Notice of Appeal submitted by the Tenant's Representative largely raises grounds of appeal alleging unsupported conflicts of interest and "fraud" committed by the Director of Residential Tenancy, Rental Office staff, and the Landlord and property owner. These allegations are unfounded and arguably vexatious and the Commission refuses to give any consideration to these grounds of appeal. Many of the submissions of the Tenant's Representative in the appeal process are similarly irrelevant and the Commission has given no weight to those submissions either.

55. More substantively, however, the Notice of Appeal does take issue with the authenticity of the cleaning invoices submitted by the Landlord on the basis that the issuing company is allegedly not "registered" to do business in the province. The Notice of Appeal also raises issues with the Landlord's "inaction" in treating the Rental Unit for pests. The evidence and submissions in the Exhibit Book demonstrate that, on behalf of the Tenant, the Tenant's Representative argued the Eviction Notice was invalid largely on the basis that the Landlord had not adequately treated the Rental Unit for pests and sought a return of rent for that reason.

56. Despite the submissions of the Tenant's Representative, the evidence before the Commission does not dispute that the Tenant has not paid rent since before January 2026. This was the basis for the Landlord's Eviction Notice. The Landlord's submission dated June 29, 2026, confirms that the Tenant's rent is still in arrears from January 1, 2026. This submission was supported by a Certificate of Evidence signed by the Landlord certifying all evidence is true and accurate.
57. The *Residential Tenancy Act* is clear at subsection 19(1) that tenants are required to pay rent when it is due, *whether or not the landlord complies with the Act, the Regulations or the tenancy agreement*. There is no express right under the *Act* that authorizes the Tenants to deduct or withhold rent that is applicable in this case.
58. 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*.
59. In this case, the unwritten tenancy agreement between the parties required the Tenant to pay rent on the first day of the month. The Eviction Notice was delivered to the Tenant on February 3, 2026, at which time two months' rent remain unpaid. The Landlord filed the Form 2(B) with the Rental Office on March 16, 2026, at which time three months' rent was outstanding.
60. Neither the Tenant nor the Tenant's Representative has disputed that rent was unpaid.
61. The Commission is therefore satisfied that the evidence establishes that on the date the Landlord delivered the Eviction Notice, the Tenant had not paid rent for January or February 2026. The *Residential Tenancy Act* specifically gives tenants 10 days to pay overdue rent after receiving an eviction notice (section 60(4)(a)). In this case, the Commission is satisfied that the Landlords have established that January and February rent was unpaid the date it was due, and not paid within 10 days of the Eviction Notice. Therefore, the Landlord's termination of the tenancy agreement on this ground is valid.
62. The Commission upholds the finding in Order LD26-174, subject to a variation in the termination date. The Commission is satisfied that the Tenant is no longer living in the Rental Unit and therefore we are satisfied to Order an immediate vacate date. The Tenant and all occupants must vacate the Rental Unit by Tuesday, July 10, 2026 at 5:00 p.m.
63. Similar to the finding of the Rental Office in Order LD26-174, the Commission declines to make a finding on the other grounds for termination in the Eviction Notice.

B. OUTSTANDING RENT OWING

64. Given the findings above that the Tenant has not paid rent since January 2026, the Commission also finds the Tenant owes the Landlord outstanding rent in the amount of \$6,560.07 for January 2026, February 2026, March 2026, April 2026, May 2026, June 2026 and July 2026 (pro-rated to July 10) as follows:

January 2026	=	\$1,053.69
February 2026	=	\$1,053.69
March 2026	=	\$1,053.69
April 2026	=	\$1,053.69

May 2026	=	\$1,053.69
June 2026	=	\$1,053.69
July 2026 (pro-rated to July 10)	=	<u>\$ 339.90¹</u>
Total	=	\$6,662.04

65. The Commission notes that in the Landlord's submission of June 30, 2026, he indicated that he is willing to waive the Tenant's rent arrears. While the Commission makes a finding of outstanding rent against the Tenant, it is the Landlord's choice whether to enforce the Order in respect of the outstanding rent.

66. Further, if the amount ordered for outstanding rent remains unpaid as of July 10, 2026, the Landlord is permitted to retain the Tenant's security deposit of \$250.00, plus interest in the amount of \$47.93², to offset against the rent owing.

C. OTHER MATTERS

67. The Tenant's Application for compensation in the amount of \$8,965.83 (equalling rent from September 2025 onwards and other costs) was considered and denied in Order LD26-175. As the Commission previously found that Order LD26-175 was not appealed to the Commission, that claim has not been considered in this Order.

68. Order LD26-175 also denied the Landlord's claim for water damage. The Landlord did not appeal Order LD26-175 and so the Commission has also not considered that claim on appeal.

D. COSTS

69. The Commission is authorized to award costs to a successful party per clause 85(1)(q) of the *Residential Tenancy Act*. The Commission has previously said in Order LR24-43 that this authority is discretionary and exercised in exceptional circumstances.

70. In the present case, the evidence from the Landlord would seem to suggest to the Commission that he and the Tenant had an amicable relationship before Randy Pitre became involved. However, there is no doubt that the Tenant's Representative, Randy Pitre, has added significant time, complexity, and unnecessary work to this process, both at the Rental Office and the Commission level. Randy Pitre has engaged in behaviour towards the Landlord that can only be described as threatening and harassing. He has also used these processes to make unsupported, spurious allegations against the Rental Office, the Commission and its staff to advance what appears to be a personal objective against the Commission, rather than advocacy or representation on behalf of the Tenant.

71. Randy Pitre, however, is not a named party to this proceeding and the Commission is without authority to award costs personally against a representative. Nor does the Commission feel it is fair to award costs against the Tenant personally for the actions of Randy Pitre in the circumstances of this matter. Further, the Landlord has not requested costs in this matter and,

¹ (\$1,053.69 ÷ 31 = \$33.99/day) x 10 days = \$339.90.

² The evidence is not clear as to how long the Tenant has occupied the Rental Unit. The Landlord has guessed the tenancy started between 2010 and 2016. The Commission has chosen to calculate interest from January 1, 2010, in the interest of fairness to the Tenant.

in fact, has been generous enough to offer to waive the outstanding rent owing by the Tenant. The Commission will follow that lead in the circumstances.

72. For these reasons, the Commission declines to award costs from the Tenant to the Landlord in this case. However, if the Commission felt there was a path to award costs personally from Randy Pitre to the Landlord, the Commission would be inclined to make such an Order in this case.

7. CONCLUSION

73. The Commission denies the appeal. The Commission is satisfied that the Tenant is no longer living in the Rental Unit and is therefore satisfied to Order an immediate vacate date.
74. The tenancy between the Tenant and Landlord is terminated effective Friday, July 10, at 5:00 p.m. The Tenant and all occupants must vacate the Rental Unit and remove all personal property by that date and time.
75. The Tenant owes the Landlord outstanding rent in the amount of \$6,662.04, which the Landlord is free to enforce at his discretion.

IT IS ORDERED THAT

1. The appeal is denied.
2. The tenancy between the parties is terminated effective Friday, July 10, 2026 at 5:00 p.m.
3. The Tenant and all occupants shall vacate the Rental Unit and remove all personal property by Friday, July 10 2026, at 5:00 p.m.
4. The Tenant owes the Landlord outstanding rent in the amount of \$6,662.04 to be paid on or before July 22, 2026.

DATED at Charlottetown, Prince Edward Island, Wednesday, July 8, 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.