



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: August 17, 2026

Dockets: LR26047

Type: Rental Appeal

INDEXED AS: Laura Lee Delaney v. Toby Arsenault

2026 PEIRAC 51 (CanLII)

Order No: LR26-39

BETWEEN:

Laura Lee Delaney (the “Tenant”)

Appellant

AND:

Toby Arsenault (the “Landlord”)

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C. Chair
Kerri Carpenter, Vice 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 August 11, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the "Rental Office") erred in finding that the tenancy between the parties would terminate effective 5:00 pm on July 31, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at 61 Baker Shore Road, North Bedeque, PEI (the "Rental Unit").
3. The Rental Unit is a three-bedroom, one-and-a-half-bathroom, single-family dwelling.
4. The Tenant built the Rental Unit around 2003. The Tenant owned the Rental Unit at that time.
5. Around 2015 the Rental Unit was sold to the Landlord. The Tenant and all occupants continued to occupy the Rental Unit after it was sold.
6. The parties had an oral, monthly tenancy agreement. Rent in the amount of \$1,030.20 is due on the first day of the month. No security deposit was required. The parties disputed the details regarding an arrangement where the Tenant would purchase the Rental Unit from the Landlord.
7. On June 17, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective July 17, 2026 for non-payment of rent, in the amount of \$2,060.40 (the "Notice").
8. On June 17, 2026 the Landlord also e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Rental Unit (the "Landlord Application").
9. On June 22, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice (the "Tenant Application").
10. On June 26, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for July 16, 2026.
11. On July 16, 2026 the Tenant and the Landlord participated in the tele-hearing before the Rental Office. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.
12. On July 17, 2026, the Rental Office issued order LD26-240 which ordered that the tenancy between the parties would terminate effective 5:00 pm on July 31, 2026.
13. The Tenant appealed Order LD26-240 on July 24, 2026.

14. The Commission heard the appeal on August 11, 2026. by way of telephone conference. The Tenant was self represented and the Landlord was represented by Jane MacArthur ("Landlord's Representative"), at the telephone conference hearing.
15. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

16. The Appeal is dismissed and Order LD26-240 is upheld.
17. The Tenant and all occupants shall vacate the Rental Unit by 5:00 p.m. on August 31, 2026.

D. ISSUES

18. Must the Tenant and all occupants vacate the Rental Unit due to the Notice?

E. SUMMARY OF EVIDENCE

Tenant's Evidence & Submissions

19. The Tenant relied primarily upon the evidence and submissions presented at the Rental Office hearing.
20. The Tenant testified that, apart from the recent dispute involving May, June, July and August 2026, she had paid her rent consistently and on time during her tenancy. She stated that the rent for May, June and July 2026 had subsequently been paid, except for a balance of \$90.60, and confirmed that August 2026 rent remains outstanding.
21. The Tenant submits that she attempted to pay the rent by e-transfer as was the usual process. She maintains that the Landlord did not accept the payments and that confusion arose concerning the password required to access the e-transfers. She denied intentionally cancelling the e-transfers and stated that she did not intend to prevent the Landlord from receiving the rent.
22. The Tenant also denies that she cancelled the rent e-transfer.
23. The Tenant submits that due to her health challenges, she was unable to pack and move out of the Rental Unit by the end of July 2026 as directed by the Rental Office.
24. The Tenant submits that she is doing her best and trying to care for her family and asks the Commission to take her personal circumstances into consideration.

Landlord's Evidence & Submissions

25. The Landlord's Representative relies on the evidence submitted at the Rental Office hearing and made additional submissions to the Commission.
26. The Landlord's Representative submits that the Landlord never refused the rental payments for May, June and July 2026 and he tried to deposit the e-transfers, however there was confusion regarding the password which was initiated by the Tenant.
27. The Landlord's Representative relied upon banking records which, she submitted, demonstrate that the Tenant cancelled the e-transfers.
28. The Landlord's Representative submitted that the Tenant made it difficult to show the Rental Unit to prospective buyers. The Tenant disputes this allegation.
29. The Landlord's Representative submitted that the circumstances have caused significant stress to the Landlord and that the Landlord wants to resolve the matter and move forward.

F. ANALYSIS

30. The Landlord's reason for terminating the tenancy in the Notice was for non-payment of rent under subsection 60(1) of the *Act*, which states:

A landlord may end a tenancy if the rent is unpaid a day after it is due, by giving notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.

31. Subsection 19(1) of the *Act* states:

A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has an express right under the Act to deduct or withhold all or a portion of the rent.

32. The statutory scheme therefore places a clear obligation upon a tenant to pay rent when it becomes due. Where rent remains unpaid after the due date, the *Act* permits a landlord to terminate the tenancy by providing a notice that complies with the statutory requirements.
33. The question is not whether the Tenant intended to withhold rent or whether the Tenant had historically been a good tenant. Rather, the central question is whether the rent was paid when due and, if not, whether the unpaid amount was sufficient to engage the termination provisions of the *Act*.
34. The evidence establishes that the monthly rent was \$1,030.20 and was payable on the first day of each month.

35. The Tenant submits that she attempted to pay the rent by e-transfer. The Commission accepts that the Tenant initiated e-transfers but that there was confusion concerning the password required to access those transfers.
36. However, an attempted payment does not constitute payment where the funds were not successfully received by the Landlord. The evidence establishes that the Landlord was unable to access the e-transfers and that the rent therefore remained unpaid.
37. The Commission therefore finds that the Tenant did not successfully pay the rent when it became due.
38. The Commission recognizes that the circumstances surrounding the attempted payments were unusual and that it appears that the parties' relationship had deteriorated significantly. Nevertheless, the obligation to ensure that rent is actually received by the Landlord rests with the Tenant, subject to any applicable statutory right to withhold or deduct rent. No such statutory right has been established in this case.
39. The Commission has sympathy for the Tenant's circumstances. The evidence indicates that this tenancy has existed for many years and that the Tenant has significant personal and family responsibilities. The Commission also accepts that moving from a long-term home is difficult and that the Tenant has experienced health-related challenges affecting her ability to prepare to move.
40. Those circumstances have been taken into account in determining the appropriate date for termination. They do not, however, relieve the Tenant of the statutory obligation to pay rent when due, nor do they provide a basis upon which the Commission can disregard a valid Notice for non-payment of rent. The Commission must determine the dispute in accordance with the *Act* and the evidence.
41. On the evidence before the Commission, the Tenant had unpaid rent at the time the Notice was issued and at the time of the Rental Office hearing. The Commission is satisfied that the Notice was issued on the basis of rent that was, in fact, unpaid and that the Notice was valid for the purpose for which it was given.
42. The Commission also finds that the outstanding rent of \$90.60 for May, June and July, 2026 is owing, along with rent for August, 2026, in the amount of \$1,030.20.

G. CONCLUSION

43. Having considered the evidence and submissions of both parties, the Commission finds that:
 - (a) the Tenant was required to pay monthly rent of \$1,030.20 on the first day of each month;
 - (b) rent for May, June and July of 2026 was not successfully received by the Landlord when due;
 - (c) the Tenant did not establish a statutory right to withhold or deduct the unpaid rent;
 - (d) the Notice was validly issued for non-payment of rent; and
 - (e) the Rental Office did not err in determining that the tenancy should terminate.

44. The Tenant's appeal is therefore denied.

45. Order LD26-240 is upheld, subject only to a variation of the date that the Tenant and all other occupants must vacate the Rental Unit to August 31, 2026 to allow for an orderly transition.

46. The Tenant owes the Landlord \$1,120.80.

IT IS ORDERED THAT

1. **The tenancy between the parties will terminate effective 5:00 p.m. on August 31, 2026.**
2. **The Tenant and all occupants shall vacate the Rental Unit by 5:00 p.m. on August 31, 2026.**
3. **The Tenant shall pay the outstanding rent of \$1,120.80 to the Landlord by August 31, 2026,**
4. **If the Tenant and all occupants fail to vacate the Rental Unit by the above-noted date, the Landlord may file a certified copy of this Order with the Supreme Court of Prince Edward Island to be enforced by Sheriff Services as permitted by the Act.**

DATED at Charlottetown, Prince Edward Island, 17th day of August, 2026.

BY THE COMMISSION:

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

Pamela J. Williams, K.C.

[sgd. Kerri Carpenter]

Kerri Carpenter

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.