



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: August 19, 2026

Dockets: LR26041

Type: Rental Appeal

INDEXED AS: Dustin Robins v. 102503 PEI Inc. dba M. Property Management Group

2026 PEIRAC 52 (CanLII)

Order No: LR26-40

BETWEEN:

Dustin Robins (the “Tenant”)

Appellant

AND:

102503 PEI Inc. dba M. Property Management Group (the “Landlord”)

Respondent

ORDER

Panel Members:

Gordon MacFarlane, Commissioner
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 July 14, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Tenant must pay the Landlord \$3,996.77 by July 24, 2026, and that the tenancy between the parties will terminate effective 5:00 pm on July 2, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at Apartment 1, 365 Oak Avenue, Summerside, PEI (the “Rental Unit”).
3. The Rental Unit is an apartment in a six-unit building (the “Residential Property”) owned by the Landlord.
4. Around April 1, 2026, the Tenant and the Landlord entered into an oral monthly tenancy agreement for the Rental Unit. Rent is \$1,500.00 per month, due on the first of the month. A security deposit was not required.
5. On April 20, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of May 10, 2026 (the “First Notice”) for failure to pay rent of \$1,500.00. The First Notice was served by email and by posting a copy to the Rental Unit’s door.
6. On June 2, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with an effective date of June 22, 2026 (the “Second Notice”) for failure to pay rent of \$3,900.00. The Second Notice was served by email and by posting a copy to the Rental Unit’s door.
7. The First Notice and the Second Notice will be collectively referred to as “the Notices.”
8. On May 11, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking rent owing and additional compensation. The Landlord served the Application by posting a copy to the Rental Unit’s door.
9. On May 11, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking vacant possession of the Rental Unit. The Landlord served the Application by posting a copy to the Rental Unit’s door.
10. On June 1, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 18, 2026.
11. On June 18, 2026, three Landlord representatives (the “Representatives”), the Tenant, and the Tenant’s witness participated in the tele-hearing before the Rental Office. The parties confirmed receipt of the evidence package and confirmed that it contained all submitted evidence.

12. On June 24, 2026, The Rental Office issued Order LD26-204, which ordered that the Tenant must pay the Landlord \$3,996.77 by July 24, 2026, and issued Order LD26-205 which ordered that the tenancy between the parties will terminate effective 5:00 pm on July 2, 2026.
13. The Tenant appealed Order LD26-204 and LD26-205 on June 30, 2026.
14. The Commission heard the appeal on July 14, 2026, by way of telephone conference. The Tenant, Dustin Robins, attended the telephone conference along with witnesses, Michael Veilleux and Ian McNeill. Ron McKenna (the Landlord's "Representative") attended the telephone conference on behalf of the Landlord along with Sam Jordan.
15. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

16. The Tenant must pay the Landlord \$6,900.00 by the timeline below.
17. The tenancy between the parties shall terminate effective August 31, 2026 and the Tenant and all occupants must vacate the Rental Unit by the timeline below.

D. ISSUES

18. The Commission must determine:
 - Whether the Tenant is required to pay the Landlord rent owing; and
 - Whether the Tenant and all occupants must vacate the Rental Unit as a result of the Tenant's failure to pay rent.

E. SUMMARY OF EVIDENCE

Tenant's Evidence and Submissions

19. The Tenant acknowledged that he has not paid the outstanding balance for April 2026 rent, nor has he made any subsequent monthly rent payments up to the date of the appeal hearing.
20. The Tenant submits he withheld rent because the Rental Unit required repairs that the Landlord either failed to complete or completed only partially.
21. The Tenant's witnesses also testified regarding the poor condition of the Rental Unit and the need for repairs.

22. The Tenant provided photographs and videos depicting water damage, other damages, and mould. He also submitted that the Rental Unit was affected by pests and raised concerns regarding fire safety.
23. The Tenant testified that he sent numerous messages to the Landlord's Representative concerning the condition of the Rental Unit and the required repairs but maintained that the issues were inadequately addressed or ignored.
24. The Tenant submits that, given the condition of the Rental Unit, it was not worth the agreed monthly rent of \$1,500.00.
25. The Tenant further submits that he had a verbal agreement with the Landlord permitting him to perform specific repair work in exchange for a credit against his monthly rent.
26. The Tenant acknowledged that he was unaware that he could not simply withhold rent because requested or required repairs had not been completed.

Landlord's Evidence and Submissions

27. The Landlord's Representative submits that the Tenant owes \$900.00 for the balance of April 2026's rent, together with \$1,500.00 for each subsequent month through the date of the appeal hearing.
28. The Landlord requests that the Rental Office's Orders requiring rent payment, termination of the tenancy and eviction be upheld.
29. The Landlord's Representative submits that the Landlord complied with the procedural requirements for serving the Notices upon the Tenant, filing the applications, participating in the Rental Office Hearing, and communicating with the Tenant.
30. The Landlord's Representative further submits that the Tenant bears the burden of establishing his position and has not provided sufficient evidence to justify withholding rent.
31. The Landlord's representative testified that the Landlord has addressed the necessary repairs.
32. The Landlord's Representative did not agree that there was any arrangement whereby the Tenant could pay reduced rent or no rent in exchange for his labour to repair the Rental Unit.

F. ANALYSIS

33. Section 60(1) of the *Act* states:

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

34. The evidence establishes that the Tenant's last rent payment was made on April 24, 2026, when he paid \$600.00 toward the \$1,500.00 rent due for April 2026. No further rent payments have been made to the date of the appeal hearing.
35. The Tenant does not dispute that rent remains unpaid. Rather, he submits that the condition of the Rental Unit justified his decision to withhold rent.
36. The Commission acknowledges the Tenant's concerns regarding the condition of the Rental Unit. The photographs, videos, and testimony establish that the Tenant had concerns about water damage, mould, pests, repair needs, and fire safety. However, those concerns do not establish a lawful, unilateral basis for withholding rent under the *Act*.
37. Subsection 19(1) of the *Act* requires a tenant to pay rent when it is due unless the tenant has an express right under the *Act* to deduct or withhold all or part of the rent. On the evidence before the Commission, the Tenant has not established that he had such a right.
38. The Tenant also did not make an application seeking a rent adjustment or other remedy in relation to the condition of the Rental Unit. The Commission makes no finding as to whether such an application would have been successful; the existence of a dispute concerning repairs does not, without more, relieve a tenant of the obligation to pay rent when due.
39. Similarly, the Tenant's assertion of a verbal agreement to perform repair work in exchange for rent credits is unsupported by the evidence. The Commission finds that the evidence is inadequate to establish the existence, terms, scope, or agreed monetary value of any such arrangement.
40. The evidence confirms that the Landlord properly served the required Notices and applied to the Rental Office for relief following the Tenant's failure to pay rent. Under the *Act*, the Tenant had 10 days after receiving the Notices to either pay the overdue rent or dispute the Notices by making an application to the Director. The Tenant failed to do so.
41. Having considered the evidence and submissions, the Commission is satisfied that the basis for terminating the tenancy for non-payment of rent under the *Act* has been established.
42. The Commission notes that the *Act* requires a pre-inspection of the Rental Unit at the commencement of a tenancy. The evidence indicates that no such pre-inspection took place in this case. While this procedural omission is concerning to the Commission, the absence of a pre-inspection does not extinguish the Tenant's ongoing and legal obligation to pay rent.
43. The Commission also reminds the Landlord that the *Act* imposes obligations to provide and maintain a residential property in a state of repair that complies with health, safety, and housing standards and is suitable for occupation, having regard to the age, character, and location of the Rental Unit.

G. CONCLUSION

44. The Appeal is denied and the Rental Office Orders LD26-204 and LD26-205 are upheld.
45. The Tenant owes the Landlord rent in the amount of \$6,900.00 which represents \$900 balance owed for April, 2026, and \$1,500.00 per month for May, June, July and August.

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 must vacate the Rental Unit by August 31, 2026.
3. The Tenant must pay the Landlord outstanding rent in the amount of \$6,900.00 by August 31, 2026.
4. A certified copy of this Order may be filed in the Supreme Court of Prince Edward Island and enforced by Sheriff Services as permitted by the Act.

DATED at Charlottetown, Prince Edward Island, 19th day of August, 2026.

BY THE COMMISSION:

[sgd. Gordon MacFarlane]
Gordon MacFarlane

[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.