



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 2, 2026

Dockets: LR26042

Type: Rental Appeal

INDEXED AS: Matthew Judson v. Lida Holdings Inc.

2026 PEIRAC 54 (CanLII)

Order No: LR26-42

BETWEEN:

Matthew Judson (the “Tenant”)

Appellant

AND:

Lida Holdings Inc. (the “Landlord”)

Respondent

ORDER

Panel Members:

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

A. INTRODUCTION

1. This appeal was heard by the Commission on July 22, 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 14, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 102 – 5550 Rte 2, St. Peters Bay, PEI (the "Rental Unit"). The Rental Unit is an apartment in a multi-unit building (the "Residential Property").
3. The parties entered into a written fixed-term tenancy agreement for the Rental Unit for the period of January 15, 2026, to January 15, 2027. Rent is \$849.00 per month, due on the first of the month. A security deposit of \$849.00 was paid at the start of the tenancy.
4. On April 6, 2026, before 5:00 p.m., the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective May 31, 2026 (the "Eviction Notice"), for failing to comply with a material term of the tenancy agreement despite written warning. The Notice was served electronically.
5. On April 16, 2026, the Tenant emailed the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the "Form 2(A)") seeking to dispute the Eviction Notice. The e-mail was sent to the Rental Office after 5 p.m. This means that the Form 2(A) was considered to be filed with the Rental Office until April 17, 2026, in accordance with subsection 100(5) of the *Residential Tenancy Act*.
6. The Form 2(A) was, therefore, filed outside the ten-day period prescribed by subsection 61(5) of the Act, and not accepted by the Rental Office.
7. On June 1, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Rental Unit and rent owing. During the hearing, the rent owing claim was rescinded. The Application was served electronically.
8. On June 10, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for July 7, 2026. On June 11, 2026, the Rental Office emailed the parties a notice of a rescheduled tele-hearing for July 6, 2026, and later emailed the parties a 55-page PDF evidence package on June 24, 2026.
9. On July 6, 2026, the Landlord's representatives, the Landlord's witness, and the Tenant participated in the tele-hearing before the Rental Office.
10. On July 7, 2026, the Rental Office issued order LD26-223, which ordered that tenancy between the parties will terminate effective 5:00 pm on July 14, 2026.
11. The Tenant appealed Order LD26-223 to the Commission on July 8, 2026.

12. The Commission heard the appeal on July 22, 2026, by way of telephone conference. The Tenant, Matthew Judson, attended the telephone conference on his own behalf. The Landlord, Lida Holdings Inc, was represented at the telephone conference by Rick Li (the "Landlord's Representative"). Jason Lainey and Yvonne MacLachlan attended the telephone conference as witnesses for the Landlord.
13. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

C. DISPOSITION

14. The appeal is dismissed. The Commission finds that the Tenant did not make an application to dispute the Eviction Notice within the ten-day period prescribed by subsection 61(5) of the *Act*.
15. As a result, pursuant to subsection 61(6) of the *Act*, the Tenant is deemed to have accepted that the tenancy would terminate on the effective date specified in the Eviction Notice and was required to vacate by that date.
16. The Commission upholds the Rental Office's determination that the Tenant is required to deliver vacant possession, subject to the additional time provided in this Order given the passage of time.

D. ISSUES

17. The Commission must determine:
- (a) whether the Tenant filed an application to dispute the Eviction Notice within the time prescribed by subsection 61(5) of the *Act*; and
 - (b) if not, what Order should be made respecting termination of the tenancy and vacant possession of the Rental Unit.

E. SUMMARY OF EVIDENCE

Landlord's Evidence and Submissions

18. The Landlord's Representative testified that he received multiple complaints concerning the smell of cannabis coming from the Rental Unit. He testified that this conduct was contrary to the tenancy agreement's no-smoking and no-cannabis provisions.
19. The Landlord's Representative testified that warnings were provided to the Tenant and that, following further complaints, the Landlord served the Notice to the Tenant on April 6, 2026.
20. The Landlord's Representative emphasized the Landlord's responsibility to protect the quiet enjoyment of the other tenants in the Residential Property and the difficulty in

obtaining direct evidence concerning cannabis use occurring inside the Tenant's Rental Unit.

21. The Landlord's Representative submitted that the Tenant failed to dispute the Notice within the ten-day period as required by the *Act*. He submitted that the Tenant was therefore deemed to have accepted the Notice and that the tenancy should be terminated.
22. The Landlord's Representative submitted that the statutory timelines must be applied as written and that the Commission cannot disregard a mandatory limitation period.

Tenant's Evidence and Submissions

23. The Tenant denied smoking cannabis in his Rental Unit, testifying that he only used a vaporizer, and that furthermore, other tenants smoked and were not evicted.
24. The Tenant testified that he invited the Landlord's Representative to inspect the Rental Unit and that the invitation was declined. The Tenant submits that he would not have done this if he was indeed smoking cannabis in his Rental Unit.
25. The Tenant submitted that he emailed the Form 2(A) to the Rental Office at 6:40 p.m. on April 16, 2026, and that he should not lose his tenancy because the document was approximately two hours late.
26. The Tenant also submitted that he had recently moved to Prince Edward Island from New Brunswick and was unaware that Easter Monday (April 6, 2026) was not a statutory holiday in Prince Edward Island. He argued that this circumstance should be considered in determining whether his application was received within the time limits.
27. The Tenant further submitted that the Landlord's Representative knew he intended to dispute the Notice and that an exception should be made in the circumstances.

F. ANALYSIS

28. Subsection 61(5) of the *Act* states:

A tenant may dispute a notice of termination under this section by making an application to the Director under section 75 within 10 days after the date the tenant receives the notice.

29. The Landlord served the Tenant with the Eviction Notice via email on Monday, April 6, 2026, before 5:00 p.m.
30. The *Act* requires a tenant to dispute an eviction notice "within 10 days after" receiving the notice. Therefore, the Tenant had until end of day on Thursday, April 16, 2026, to file an application disputing the Eviction Notice.

31. The evidence before the Commission is not disputed that the Tenant emailed the Form 2(A) Application to the Rental Office on April 16, 2026 at 6:40 p.m..

32. Subsection 100(5)(b) of the *Residential Tenancy Act* states:

Date of service by electronic service

(5) For the purpose of this section, where a copy of a document is sent electronically, it shall be considered to have been served

[...]

(b) if the document is sent after 5 p.m., on the next day that is not a holiday.

33. Therefore, the Commission finds that that Form 2(A) was deemed to be filed on April 17, 2026, which was the **eleventh** day after service.

34. It follows that the Tenant did not file his application with the Rental Office to dispute the Notice within the 10-day period required by subsection 61(5) of the *Act*.

35. The Commission notes that the Tenant's submission concerning Easter Monday does not alter the calculation of the ten-day period as prescribed by subsection 33(3) of the *Interpretation Act*. The Tenant therefore had the full ten-day period from April 7 through April 16 to make the application.

36. The Commission is a statutory body and is without the authority to waive or suspend the application of the provisions of the *Residential Tenancy Act* that stipulate timelines. In the present case, this includes subsection 100(5) regarding electronic service of documents, as well as subsection 61(5) that establishes a specific ten-day period within which the Tenant may dispute the Notice.

37. The statutory consequence at subsection 61(6) is mandatory. Because the Tenant did not make an application within the period prescribed by subsection 61(5) of the *Act*, he is deemed to have accepted the termination of the tenancy as contained in the Notice.

38. The Commission finds no evidence indicating that the Notice was subsequently waived, that the tenancy was reinstated, or that the parties entered into a new tenancy agreement.

39. Given the above findings, the Commission does not need to determine whether the Tenant smoked cannabis in the Rental Unit, whether the conduct constituted a breach of the tenancy agreement, or whether the Landlord had sufficient evidence to establish such a breach. They are not necessary to determine this appeal.

G. CONCLUSION

40. The Commission finds that the Tenant did not file an application to dispute the Notice within the ten-day period prescribed by subsection 61(5) of the *Act*.

41. The Tenant is therefore deemed, by subsection 61(6) of the *Act*, to have accepted the termination of the tenancy.
42. The appeal is dismissed. The Tenant shall vacate the Rental Unit, according to the timelines set out below.

IT IS ORDERED THAT

1. The appeal of Order LD26-223 is dismissed.
2. The tenancy between the parties shall terminate effective 5:00 p.m. on September 9, 2026
3. The Tenant and all occupants must vacate the Rental Unit by that date.
4. The Tenant shall pay prorated rent for September in the amount of \$254.70.
5. The Tenant shall pay any outstanding rent owing under the tenancy agreement to the Landlord no later than September 9, 2026.
6. If any outstanding rent remains unpaid by September 9, 2026, the Landlord may retain the security deposit to offset the amount of rent owing by the Tenant.
7. A certified copy of this Order may be filed in the Supreme Court of Prince Edward Island and enforced by Sheriff Services as provided by the Act.

DATED at Charlottetown, Prince Edward Island, 2nd day of September, 2026.

BY THE COMMISSION:

[sgd. Gordon MacFarlane]
Gordon MacFarlane

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

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.