



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 25, 2026

Dockets: LR26056

Type: Rental Appeal

INDEXED AS: Andrew Watts and Samantha Watts v. Andrew Falls

2026 PEIRAC 60 (CanLII)

Order No: LR26-48

BETWEEN:

Andrew Watts and Samantha Watts (the “Tenants”)

Appellant

AND:

Andrew Falls (the “Landlord”)

Respondent

ORDER

Panel Members:

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

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 September 17, 2026 and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy between the parties should terminate effective 5:00 p.m. on September 8, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at 12 Gordon Drive, Charlottetown, PEI (the “Rental Unit”).
3. The Rental Unit is one half of a duplex owned by the Landlord.
4. The parties entered into a written fixed-term tenancy agreement for the Rental Unit for the period of October 1, 2024, to September 30, 2025. The tenancy then continued monthly. Rent is \$2,200.00 per month, due on the first of the month. The Tenants paid a security deposit of \$1,100.00 on October 31, 2024.
5. On August 6, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking vacant possession of the Rental Unit. The Application was served electronically.
6. On August 11, 2026, the Landlord emailed the Tenants a first *Form 4(A) Eviction Notice* (the “First Notice”). The First Notice was dated July 2, 2026, and was effective July 18, 2026. The reasons for termination are:

You have not paid your rent in the amount of \$2,200.00;

You are repeatedly late in paying rent;

You have failed to comply with a material term of the tenancy agreement despite written warning.

7. On August 11, 2026, the Landlord emailed the Tenants a second *Form 4(A) Eviction Notice* (the “Second Notice”). The Second Notice was dated August 1, 2026, and was effective August 1, 2026. The reasons for termination are:

You have not paid your rent in the amount of \$4,400.00;

You are repeatedly late in paying rent;

You have failed to comply with a material term of the tenancy agreement despite written warning.

8. Regarding the grounds of non-payment of rent, the Rental Office found that the earliest effective date for the First Notice and the Second Notice was August 31, 2026, because subsection 60(1) of the *Act* requires at least 20 days’ notice. Because the First Notice and the Second Notice were served on August 11, 2026, the effective date was automatically changed to August 31, 2026, under section 54 of the *Act*.

9. Regarding the grounds of repeatedly late rent payments and failing to comply with a material term of the tenancy agreement, the Rental Office found that the earliest effective date for the First Notice and the Second Notice is September 30, 2026, because subsection 61(3) of the *Act* requires at least one month's notice ending on the day before rent is payable. Because the First Notice and the Second Notice were received on August 11, 2026, the effective date for these grounds automatically changes to September 30, 2026, under section 54 of the *Act*.
10. On August 13, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for August 27, 2026.
11. On August 27, 2026, the Landlord and one of the Tenants, who represented both Tenants at the hearing, participated in the tele-hearing before the Rental Office.
12. On August 27, 2026, the Rental Office issued Order LD26-306 which ordered that the tenancy between the parties would terminate effective 5:00 p.m. on September 8, 2026.
13. The Tenants appealed Order LD26-306 on September 8, 2026.
14. The Commission heard the appeal on September 17, 2026, by way of telephone conference. Andrew Watts attended the telephone hearing on behalf of the Tenants. The Landlord, Andrew Falls, attended the telephone hearing on his own behalf.
15. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

C. DISPOSITION

16. The appeal is dismissed in part. The Rental Office's determination that the tenancy be terminated is upheld. The termination date is varied from September 8, 2026 to September 30, 2026.
17. The tenancy between the parties shall terminate effective 5:00 p.m. on September 30, 2026. The Tenants and all occupants of the Rental Unit shall vacate the Rental Unit by that time.

D. ISSUES

18. The issue before the Commission is whether the tenancy has been validly terminated and, if so, when the Tenants and all occupants must vacate the Rental Unit.

E. SUMMARY OF EVIDENCE

Tenant's Evidence & Submissions

19. The Tenant disputed the sequence in which the Forms 4(A) and Form 2(B) were filed, arguing that the documents were filed in the incorrect order and that the Forms 4(A) were improperly completed and contained invalid dates.

20. The Tenant confirmed that the August 2026 rent was paid since the Rental Office hearing but that the September 2026 rent remains unpaid.
21. The Tenant requests additional time to find alternative accommodations.
22. The Tenant otherwise relied on the materials contained in the information package.

Landlord's Evidence & Submissions

23. The Landlord seeks to uphold the Rental Office's order.
24. The Landlord submits that the Tenants have been consistently late in paying rent throughout the tenancy.
25. The Landlord stated that he had provided the Tenants with multiple extensions of time to pay outstanding rent and attempted to accommodate their circumstances on many occasions, but that the Tenants' delays and excuses continued to present.
26. The Landlord submits that he made every effort to help the Tenants but has become weary of excuses and argues that the Tenants are seeking further delays through the IRAC's appeal process.
27. The Landlord explained that he dated the First Notice and Second Notice earlier than the dates on which they were served because he had previously discussed the outstanding rent with the Tenants and had provided written warnings.
28. The Landlord submits that he gave the Tenants a verbal warning in June 2026 that an eviction notice would be issued if rent was not paid on time.
29. The Landlord otherwise relies on the materials contained in the information package.

F. ANALYSIS

30. Order LD26-306 found that the Tenants failed to pay the outstanding rent within 10 days of receiving the Second Notice and that they were, therefore, deemed to have accepted the Second Notice under subsection 60(5) of the Act. Order LD26-306 terminated the tenancy on this basis. The Commission's decision on this appeal comes to the same result as Order LD26-306, but for a different reason.
31. Instead, the Commission finds that the Second Notice, in particular, is valid insofar as it sought to end the tenancy for repeatedly late rent payments.
32. The Commission's analysis begins with clause 61(1)(b) of the Act, which provides that a landlord may end a tenancy by giving a notice of termination where the tenant is repeatedly late in paying rent.
33. In the present case, the evidence before the Commission demonstrates that the Tenants had been late paying rent in March 2026, April 2026, May 2026 and June 2026. Rent for August 2026 was paid after the Rental Office hearing (dated August 27, 2026).

34. The Commission acknowledges that the Landlord's Second Notice was filed after the Landlord's Form 2(B) Application – this is not the typical order for serving and filing eviction notices and applications. However, despite this procedural irregularity the Commission is satisfied that the Tenants had a fair opportunity to dispute the Eviction Notices at a hearing before the Rental Office.
35. In the present case, the Commission is satisfied that at the time the Landlord served the Second Notice on August 11, 2026, the Tenants had demonstrated a history of being repeatedly late paying rent over the preceding five months. The evidence before the Commission confirms this. Accordingly, the Commission finds the Second Notice valid in respect of clause 61(1)(b) and terminates the tenancy on the basis that the Tenants were repeatedly late in paying rent.
36. The Commission finds that the Tenants and all occupants must vacate the Rental Unit by 5:00 p.m. on September 30, 2026.
37. The Commission also finds that \$2,200.00 in rent for September 2026 remained owing as of September 17, 2026.

G. CONCLUSION

38. The appeal is dismissed, in part. Order LD26-306 is varied with regard to the termination date as set out below.
39. The Commission finds that \$2,200.00 in rent for September 2026 remained owing as of September 17, 2026. Pursuant to the *Act*, the Commission orders the Tenants to pay the Landlord \$2,200.00 for unpaid September 2026 rent by September 30, 2026.
40. In the event the outstanding rent remains unpaid by the Tenants by September 30, 2026, the Landlord may, at their option, retain the security deposit to offset the amount of rent owing by the Tenants.

IT IS ORDERED THAT

- 1. The appeal is dismissed, in part.**
- 2. The tenancy between the parties shall terminate effective 5:00 p.m. on September 30, 2026. The Tenants and all occupants of the Rental Unit shall vacate the Rental Unit by that time.**
- 3. The Tenants shall pay the Landlord \$2,200.00 for unpaid rent for September 2026 by September 30, 2026.**
- 4. In the event the outstanding rent remains unpaid by the Tenants by September 30, 2026, the Landlord may, at their option, retain the security deposit to offset the amount of rent owing by the Tenants.**

5. The Landlord may file this Order in the Supreme Court pursuant to Act. Upon filing, this Order may be enforced as if it were an order of the Supreme Court pursuant the Act.

DATED at Charlottetown, Prince Edward Island, 25th day of September, 2026.

BY THE COMMISSION:

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

Pamela J. Williams, K.C.

[sgd. Gordon MacFarlane]

Gordon MacFarlane

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.