



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

**Date Issued:** October 15, 2026

**Dockets:** LR26059

**Type:** Rental Appeal

INDEXED AS: Cindy Tierney v. Home Plus Real Estate Ltd.

2026 PEIRAC 71 (CanLII)

Order No: LR26-57

**BETWEEN:**

Cindy Tierney (the “Tenant”)

**Appellant**

**AND:**

Home Plus Real Estate Ltd. (the “Landlord”)

**Respondent**

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## ORDER

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Panel Members:

Gordon MacFarlane, Commissioner  
Pamela J. Williams, K.C., 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 October 8, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the "Rental Office") erred in finding that the tenancy between the parties will terminate effective 5:00 pm on October 1, 2026.

## B. BACKGROUND

2. This appeal concerns a rental unit located at 483 MacEwen Road, Summerside, PE (the "Rental Unit").
3. On July 1, 2023 the Tenant and the Landlord's representative (the "Representative") signed a written, fixed-term tenancy agreement that converted to a monthly agreement. Rent in the amount of \$2,200.00 is due on the first day of the month. The Tenant paid the Landlord a \$2,200.00 security deposit at the start of the tenancy.
4. On August 2, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective August 22, 2026 for non-payment of rent, in the amount of \$2,618.12 (the "Notice").
5. On August 23, 2026 the Landlord e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* requesting the Sheriff to put the Landlord into possession of the Rental Unit (the "Application"). The Application was considered filed with the Rental Office on August 24, 2026.
6. The Application also stated that the Landlord wanted to keep the Tenant's security deposit and concerns regarding the Tenant's use of a propane barbeque inside the Rental Unit's garage. The Rental Office advised the Landlord that these two matters were invalid for an eviction application.
7. On August 28, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for September 10, 2026.
8. On September 3, 2026 the Rental Office provided the parties a 99-page PDF evidence package.
9. On September 10, 2026 the Representative and the Tenant participated in the hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.
10. On September 11, 2026, the Rental Office issued Order LD26-321 which ordered that the tenancy between the parties will terminate effective 5:00 pm on October 1, 2026.
11. The Tenant appealed Order LD26-321 on September 18, 2026.
12. The Commission heard the appeal on October 8, 2026, by way of telephone conference. The Tenant, Cindy Tierney, attended the telephone conference hearing on her own behalf. The Landlord, Home Plus Real Estate Ltd., was represented at the telephone conference hearing by Sherri Rolfe.

13. The applicable legislation is the *Residential Tenancy Act*, cap R-13.11 (the “Act”).

### **C. DISPOSITION**

14. The Appeal is dismissed. Order LD26-321 is upheld, the only variation being the date by which the Tenants must vacate the Rental Unit.

### **D. ISSUES**

15. Must the Tenant and all the occupants vacate the Rental Unit, and if so, by what date?

### **E. SUMMARY OF EVIDENCE**

#### Tenant's Evidence & Submissions

16. The Tenant acknowledges that she did not pay the rent due for August 2026 by August 1, 2026, and that the rent remained outstanding when the Notice was served on August 2, 2026.
17. The Tenant made an electronic transfer payment of \$2,618.12 on August 24, 2026, in respect of August 2026 rent.
18. The Tenant submits she has paid September 2026 rent in full. Upon questioning by the Commission, the Tenant confirmed that no rent has yet been paid for October, 2026. The Tenant submits she was waiting for the outcome of this appeal before doing so.
19. The Tenant submits that she never intended not to pay rent. She submits that financial difficulties arose following an acute illness and she missed a lot of work during 2026 which prevented her from meeting her financial obligations.
20. Further, the Tenant submits that the tenancy agreement and the Notice do not accurately identify the tenants and should have included JM and MM. The Tenant submits that the Landlord did not evict all the proper tenants.
21. The Tenant submits that JM and MM should be considered more than “occupants” and submits that the Representative was aware that JM and MM both paid rent. The Tenant submits that JM and MM’s status as “tenants” should be reconsidered by the Commission.
22. The Tenant states that she, JM and MM are voluntarily leaving the Rental Unit and requests that they be given until October 31, 2026 to do so.
23. The Tenant submits that the Landlord could use her Security Deposit for payment of October’s rent if necessary. The Tenant further submits that she has kept the Rental Unit in good condition and there should be no issues that would necessitate the use of the Security Deposit funds.

### Representative's Evidence & Submissions

24. The Representative stated that the Tenant did not pay August 2026 rent within ten days of receiving the Notice and also did not dispute the Notice within that period.
25. The Representative submits that when she served the Notice to the Tenant, it was at that time the Tenant asked her to add JM and MM's names to the tenancy agreement. However, she never considered JM and MM to be tenants of the Rental Unit.
26. The Representative testified that, despite the Tenant's rent payments being received for August and September 2026, the Landlord seeks termination of the tenancy. The Representative stated that the Tenant had regularly been late in her payment of rent and the Landlord does not wish to continue in this manner.
27. The Representative submits that the Landlord is seeking that the Rental Office Order be upheld and that the Tenant and occupants leave the Rental Unit directly. The Representative does not agree with an October 31, 2026 vacate date as suggested by the Tenant.
28. The Representative submits that it is not appropriate to rely on the Tenant's Security Deposit for her last month's rent. The Security Deposit is to be available for any damages and/or cleaning required following the Tenant's move-out and can potentially leave the Landlord without one month's rent or the ability to re-rent the Rental Unit in a timely fashion.

### **F. ANALYSIS**

29. The Landlord's reason for terminating the tenancy is non-payment of rent under subsection 60(1) of the *Act*, which permits a landlord to terminate a tenancy for unpaid rent by providing a notice of termination effective on a date that is not earlier than ten days after the tenant receives the notice.
30. Subsection 60(4)(a) of the *Act* provides that, within ten days after receiving a notice of termination under this section, a tenant may pay the overdue rent, in which case the notice has no effect.
31. The evidence establishes that the Tenant did not pay the full amount of overdue rent within the ten-day period following service of the Notice. Although payments were subsequently made to the Landlords for August and September rent, the Commission finds that the overdue rent was not paid in full within the statutory ten-day period. The subsequent payments therefore did not invalidate the Notice.
32. The Commission therefore finds that the Notice was valid and was not invalidated by the payments subsequently made to the Landlords. The Commission agrees with the Rental Office's finding that the Notice was valid and the tenancy was terminated.

33. The Tenant questioned whether the tenancy agreement and the Notice accurately and sufficiently identified the individuals affected by the eviction proceeding. The Notice names the Tenant, although the tenancy agreement was subsequently amended to include JM and MM. In the circumstances, the Commission does not find this invalidates the Notice that was served before JM and MM were named as tenants. Further, the evidence does not establish that the Landlord or the Representative withdrew the Notice or otherwise reinstated the tenancy agreement in a manner that would defeat the eviction proceeding.
34. The Commission emphasizes that the obligation to pay rent is a fundamental obligation of every tenant under the *Residential Tenancy Act*. Rent must be paid in full and on time in accordance with the tenancy agreement and the *Act*. A tenant cannot unilaterally defer payment, disregard the agreed due date, or assume that a landlord's understanding of the tenant's financial difficulties amounts to permission to pay rent late or not at all. The Commission cannot disregard the statutory requirements governing non-payment of rent.

## **G. CONCLUSION**

35. The evidence establishes that the August 2026 rent was not paid when due, and the Tenant's subsequent payment and other submissions do not provide a sufficient basis to overturn the Rental Office's decision.
36. The Appeal is dismissed with a variation to the date by which the Tenants and all occupants must vacate the Rental Unit.
37. The Commission finds that the Notice is valid and that Order LD26-321 is upheld.
38. The Tenant and all occupants shall vacate the Rental Unit by the timeline below.

## IT IS ORDERED THAT

1. The tenancy between the parties shall terminate on October 20, 2026, at 5:00 p.m.
2. The Tenant and all occupants must vacate the Rental Unit by October 20, 2026, at 5:00 p.m.
3. A certified copy of this Order may be filed with the Supreme Court of Prince Edward Island and enforced by the Sheriff's Office as permitted by the *Act*.

**DATED** at Charlottetown, Prince Edward Island, 15<sup>th</sup> day of October, 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.