PRINCE EDWARD ISLAND
Regulatory & Appeals Commission
Commission de réglementation et d'appels
ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: **November 12, 2026**
Dockets: **LR26064**
Type: **Rental Appeal**

INDEXED AS: Nicole Brewer v. Aritho Amfoubalela
2026 PEIRAC 75 (CanLII)
Order No: LR26-61

BETWEEN:

Nicole Brewer (the "Tenant")

Appellant

AND:

Aritho Amfoubalela (the "Landlord")

Respondent

ORDER

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 29, 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, October 21, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at Apartment 1, 214 Cumberland Street, Charlottetown, PEI (the "Rental Unit").

3. The Rental Unit is a two-bedroom, one-bathroom apartment in a three-unit building, owned by the Landlord.

4. On March 24, 2025, the parties agreed to a written, monthly tenancy agreement. Rent in the amount of $1,750.00 was due on the day before the first of the month. The Tenant paid the Landlord a $1,750.00 security deposit.

5. On April 1, 2025, the Tenant moved into the Rental Unit.

6. On August 3, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective August 23, 2026, for non-payment of rent, in the amount of $2,850.00 and repeatedly late rent payments (the "Eviction Notice").

7. On September 8, 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 in possession of the Rental Unit (the "Application").

8. On September 21, 2026, the Rental Office provided the parties with notice of a tele-hearing scheduled for October 6, 2026. On that day, the Landlord and the Tenant participated in the hearing before the Rental Office. The parties confirmed that they received the evidence package and the Landlord confirmed that all evidence submitted to the Rental Office was included. The Tenant did not submit any evidence.

9. Upon agreement of the parties, the Rental Office hearing was adjourned to October 14, 2026, and continued on that day with both the Landlord and the Tenant participating.

10. On October 14, 2026, the Rental Office issued order LD26-370 which ordered that the tenancy between the parties would terminate effective 5:00 pm, October 21, 2026.

11. The Tenant appealed Order LD26-370 to the Commission on October 20, 2026.

12. The Commission heard the appeal on October 29, 2026, by way of telephone conference. Both the Tenant and the Landlord participated in the telephone conference hearing.

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

C. DISPOSITION

14. The Appeal is dismissed. Order LD26-370 is upheld with a variation to the tenancy's termination date. The Tenant and all occupants must vacate the Rental Unit and return the keys to the Landlord by the timeline below.

D. ISSUES

15. The Commission must determine whether the Tenant and all occupants must vacate the Rental Unit.

E. SUMMARY OF EVIDENCE

Tenant's Evidence & Submissions

16. The Tenant submits that she raised several concerns about the living conditions in the Rental Unit, including mould, pests, the fire alarm, electrical outlets, plumbing issues and the Landlord changing locks. The Tenant argues that the Landlord did not respond to these concerns.

17. The Tenant further testified that the pests began a few months before the appeal hearing and that there were recent plumbing issues, including that she could not use the toilet for a period and that water backed up. She also testified that the Landlord had previously entered the Rental Unit without 24 hours' notice.

18. The Tenant testified that she texted the Landlord to address the conditions of the Rental Unit. The Tenant indicated that she no longer had these messages and did not submit them to the Commission.

19. With respect to unpaid rent, the Tenant acknowledged that between July 2026 and October 2026, she only paid $650.00 towards rent, in addition to a payment of $750.00 made by a third party on her behalf.

20. The Tenant further testified that the third party informed her that they would be paying for a portion of the rent.

Landlord's Evidence & Submissions

21. The Landlord submits that he did not receive the full amount owing for rent for July and August 2026, and that rent remained outstanding for September and October 2026.

22. The Landlord acknowledged that the Tenant paid $650.00 towards after the Notice was issued and that the third party has since paid an additional $750.00 on her behalf.

23. The Landlord submits that, despite efforts to resolve the outstanding rent with the Tenant, the Tenant continued to fail to pay the rent as required under an arrangement with the third party.

24. The Landlord disputes the Tenant's allegations about the condition of the Rental Unit and submits that they were not raised at the hearing before the Rental Office and were raised for the first time on appeal.

25. The Landlord testified that he did not enter the Rental Unit without the Tenant's consent or without 24 hours' notice. He posted the Notice on the door of the Rental Unit and sent it by e-mail.

26. In response to the Tenant's allegation that the Landlord changed the locks, the Landlord testified that the building has two entrances and that only the one main entrance had a smart lock installed. The Landlord further testified that the Tenant had access through their other entrance.

27. The Landlord testified that he did not provide the code to the Tenant because the Notice had been issued and the Rental Office had ordered that the tenancy between the parties would terminate.

28. The Landlord requests that the Rental Office's Order LD26-370 terminating the tenancy and requiring the Tenant to vacate be upheld.

F. ANALYSIS

29. The Commission has reviewed the information package, and the evidence and submissions of the parties. The Eviction Notice was served on August 3, 2026, on the basis of non-payment of rent in the amount of $2,850.00 and repeatedly late rent payments.

30. The evidence establishes that the Tenant did not pay the outstanding rent in full when the Notice was served or within ten days of receiving the Notice.

31. Under subsection 60(1) of the *Act*, a landlord may end a tenancy where rent is unpaid after it becomes due by giving the tenant a notice of termination effective on a date that is not earlier than twenty days after the date the tenant receives the notice.

32. Although the Tenant paid $650.00, the outstanding rent of $2,850.00 was not paid in full within the ten-day statutory period under the *Act*. The payment therefore did not invalidate the Eviction Notice.

33. The Commission has also considered the subsequent efforts to resolve the outstanding rent with the assistance of the third party. Although the third party paid $750.00 on the Tenant's behalf, the Tenant did not pay their portion of rent as required and rent remained outstanding.

34. The payment made by the third-party does not establish that the Notice was waived, that the tenancy was reinstated or that a new tenancy agreement was created under section 74 of the *Act*.

35. The Commission has also considered the Tenant's evidence concerning the condition of the Rental Unit, including her allegations regarding mould, pests, the fire alarm, electrical outlets, plumbing issues, entry without notice and the changing of locks. The Tenant did not provide documentary evidence of her complaints, and the Landlord disputed her allegations. However, the *Residential Tenancy Act* is clear that tenants must pay rent when it is due:

> **19. Tenant shall pay rent when due**
> (1) A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

36. There is no express right under the *Act* that applies in this case. Therefore, the Tenant was not permitted to withhold rent, despite any concerns regarding the condition of the Rental Unit. For this reason, the Tenant's complaints regarding the Rental Unit do not alter the Commission's finding that the Eviction Notice was valid and that the tenancy between the parties shall terminate.

37. The termination date of October 21, 2026 set out in Order LD26-370 passed while this appeal was pending. The Commission therefore varies the termination date as set out below.

G. CONCLUSION

38. The Appeal is dismissed, with a variation to the date of the termination of the tenancy.

39. The Commission finds that the Notice is valid and that Order LD26-370 shall stand, subject only to the variation of the termination date as set out below.

40. The Tenant and all occupants shall vacate the Rental Unit by the timeline below.

IT IS ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on November 17, 2026.

2. The Tenant and all occupants must vacate the Rental Unit by this time and date.

3. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted under the Act.

DATED at Charlottetown, Prince Edward Island, this 12th day of November, 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.