

## Introduction

- [1] On June 28, 2023, the Landlord filed a Landlord Application to Determine Dispute (Form 2B) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application was filed:

*To request an order directing my tenant to pay outstanding rent;*

*To request my tenant vacate the rental unit and ordering the Sheriff to put me into possession of the rental unit.*

- [2] Attached to the Application was an Eviction Notice (Form 4A) dated May 17, 2023, effective June 6, 2023, (the "Notice"). On May 17, 2023, the Landlord served the Notice on the Tenant by leaving it with an adult female at the Residential Property. The Notice was served on the Tenant for the following reason:

*You have not paid your rent in the amount of \$1950.*

- [3] On July 21, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Tenant and the Representative participated.

## Issues to be Decided

- i. Does the Tenant have to vacate the Residential Property due to the Notice?
- ii. Does the Tenant owe the Landlord rent?

## Summary of the Evidence

- [4] On July 1, 2022, the Landlord and Tenant entered into a written fixed-term tenancy agreement for the Residential Property. The Residential Property consists of a single unit in a nine-unit building. Rent is \$800.00 per month due on the first day of the month. A security deposit of \$800.00 was paid.

### Landlord's Evidence and Submissions

- [5] The Representative stated the Tenant owed \$1,950.00 in outstanding rent when the Notice was served on May 17, 2023. The Tenant now owes rent for June and July 2023 (\$800.00 x 2). The total rent owing is now \$3,550.00.
- [6] S.M. stated he served a copy of the Notice to an adult female at the Residential Property on May 17, 2023. The female stated the Tenant was at work. S.M. stated the female did not identify herself.

### Tenant's Evidence and Submissions

- [7] The Tenant stated he is not sure who the Notice was served to as he was at work. He stated he was not given a copy of the Notice. The Tenant stated he did not know about the eviction until he received a copy of the Application. The Tenant stated he has been behind in his rent payments due to personal issues. He stated he tried to give the Representative \$1,000.00 on the day he was served with the Application but the Representative wanted all of the outstanding rent owing. The Tenant did not dispute that he owes the amount of rent as stated by the Representative.

## Analysis

- [8] Subsection 60.(1) of the *Act* states:

*A landlord may end a tenancy if rent is unpaid after the day it 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.*

- [9] Subsections 60.(4) and (5) of the *Act* state:

*60.(4) Within 10 days after receiving a notice of termination under this section, the tenant may*

*(a) pay the overdue rent, in which case the notice of termination has no effect; or*

*(b) dispute the notice of termination by making an application to the Director under section 75.*

*60.(5) Where a tenant who has received a notice of termination under this section does not pay the rent or make an application to the Director in accordance with subsection (4), the tenant*

*(a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and*

*(b) shall vacate the rental unit by that date.*

- [10] Subsection 85.(1)(b) of the *Act* states:

*85.(1) After hearing an application, the Director may make an order*

*(b) directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord.*

- [11] Based on the testimony provided by the parties, the Officer finds that the Notice was properly served on the Tenant and the Tenant did not pay the outstanding rent within 10-days of receiving the Notice. Furthermore, the Tenant did not file a "Section 75 Application" with the Rental Office and is therefore deemed to have accepted the Notice. The Officer therefore finds that the Landlord has established a valid basis for terminating the tenancy agreement due to non-payment of rent and that the Tenant is therefore liable for such rent owed to the Landlord.

## Conclusion

- [12] The Notice is valid and the Application is allowed.
- [13] The tenancy agreement between the parties for the Residential Property shall terminate effective 5:00 p.m. on August 1, 2023. The Tenant and all occupants shall vacate the Residential Property by this time and date.
- [14] The Tenant shall pay the Landlord the outstanding rent in the amount of \$3,550.00 forthwith upon receipt of this Order.

**IT IS THEREFORE ORDERED THAT**

- A. The tenancy agreement between the parties for the Residential Property shall terminate effective 5:00 p.m. on August 1, 2023. The Tenant and all occupants shall vacate the Residential Property by this time and date.
- B. The Tenant shall pay the Landlord the outstanding rent in the amount of \$3,550.00 forthwith upon receipt of this Order.
- C. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Act.

**DATED** at Charlottetown, Prince Edward Island, this 25th day of July, 2023.

(sgd.) Mitchell King

Mitchell King  
Residential Tenancy Officer

**NOTICE**Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **7** days of this Order. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.