

INTRODUCTION

- [1] The Landlord seeks an Order requiring the Tenants to vacate the Unit because the Tenants have not paid rent and part of the security deposit.

DISPOSITION

- [2] I find that the Tenants must vacate the Unit due to non-payment of rent.

BACKGROUND

- [3] The Unit is a three-bedroom, one-bathroom building that the Landlord has owned since April of 2017. The Landlord also owns a four-unit building and a cottage located nearby.
- [4] In June of 2024 the parties entered into an oral tenancy agreement for the Unit. Rent in the amount of \$1,900.00 is due on the first day of the month. A \$1,900.00 security deposit was required but only \$900.00 was paid.
- [5] On July 25, 2024 the Landlord served the Tenants with a *Form 4 (A) Eviction Notice* (the "Notice") effective on August 15, 2024. I amend the Notice pursuant to clause 85(1)(l) of the *Residential Tenancy Act* (or the "Act") to add the community name, the Landlord's printed name and the Tenants' full names. The Landlord seeks to terminate the tenancy agreement for the following reasons:

*You have not paid your rent in the amount of \$2900; and
You have not paid the security deposit. \$1900*

*Particulars of termination:
"They not wanna pay security deposit and rent of 2 month."*

- [6] On August 30, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application seeks an Order for vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject of this decision. The Landlord posted the Application to the Unit's front door.
- [7] The Application also included a monetary claim for rent owing, which is the subject of Order LD24-330.
- [8] The Landlord filed additional applications on September 5, 2024 and September 11, 2024 with updated rent owing amounts. The Landlord taped these additional applications to the Unit's door.
- [9] On September 18, 2024 the Rental Office emailed the parties notice of a teleconference hearing scheduled for 9:00 a.m. on October 3, 2024 (the "Notice of Hearing") along with a copy of the Application.
- [10] On September 19, 2024 the Rental Office mailed the Notice of Hearing and the Application to the parties. The Rental Office also telephoned the Tenants and left a voicemail message with the teleconference hearing information.
- [11] On October 1, 2024 the Rental Office emailed the parties a nine-page evidence package.
- [12] On October 2, 2024 the Rental Office telephoned the Tenants again and left a further voicemail message with the teleconference hearing information.
- [13] On October 3, 2024 the Landlord joined the teleconference hearing but the Tenants did not join. I telephoned the Tenants but no one answered. I left a voicemail message for one of the Tenants

with the teleconference information. At 9:10 a.m. I proceeded with the hearing in the absence of the Tenants.

ISSUE

[14] Must the Tenants vacate the Unit?

ANALYSIS

[15] The Landlord's basis for terminating the tenancy is pursuant to subsection 60(1) of the *Act*, which 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.

[16] On June 6, 2024 the Tenants paid June 2024's rent to the Landlord, in the amount of \$1,900.00. The Landlord's undisputed evidence establishes that the Tenants did not pay July 2024's rent, in the amount of \$1,900.00. Therefore, rent was owed as of July 25, 2024, the date the Notice was served.

[17] The Landlord's undisputed evidence also establishes that the Tenants did not later pay rent for July, August, September and October of 2024. Therefore, the Notice was not invalidated pursuant to clause 60(4)(a) of the *Act*, which states:

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.

[18] The Tenants did not file an application with the Rental Office disputing the Notice.

[19] For these reasons, I find that the Notice is valid and the Application is allowed. The Tenants and all occupants must vacate the Unit by the timeline below.

[20] The Landlord's undisputed evidence was that only \$900.00 of the \$1,900.00 security deposit was paid by the Tenants. However, it is unnecessary in this decision to determine this additional reason for ending the tenancy.

Tenancy Agreement Form

[21] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information. Subsections 11(1) and (2) of the *Act* state:

(1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*

(2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*

(a) the provisions set out in Division 4;

(b) the correct legal names of the landlord and tenant;

(c) the address of the rental unit;

(d) the date the tenancy agreement is entered into;

(e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;

(f) the services and facilities included in the rent;

(g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;

(h) the name and contact information of any person the tenant is to contact for emergency repairs; and

(i) the agreed terms in respect of

(i) the date on which the tenancy starts,

(ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,

(iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,

(iv) the amount of rent payable for a specified period,

(v) the day on which the rent is due and the frequency of payment, and

(vi) the amount of any security deposit and the date the security deposit was or is required to be paid.

[22] The Landlord must comply with these requirements in the *Act* and prepare written tenancy agreements. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties shall terminate effective **5:00 p.m. on October 15, 2024**. The Tenants and all occupants must vacate the Unit by this time and date.
2. 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 4th day of October, 2024.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.