

INTRODUCTION

- [1] The Landlord seeks an order requiring the Tenant to vacate the Unit because the Tenant has not paid September 2024 rent.

DISPOSITION

- [2] I find that the Tenant and all occupants must vacate the Unit due to non-payment of September 2024 rent.

BACKGROUND

- [3] The Unit is a one-bedroom, one-bathroom apartment located in a building containing twenty rental units and five commercial units that the Landlord has owned for about five years.
- [4] The parties entered into a written, fixed-term tenancy agreement for the Unit from May 1, 2024 to April 30, 2025. The Tenant moved in prior to the fixed term. A security deposit of \$1,000.00 was paid on April 5, 2024. Rent of \$1,000.00 is due on the first day of the month.
- [5] On September 20, 2024 the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* with an effective date of October 10, 2024 (the "Notice") for non-payment of September 2024 rent.
- [6] On October 22, 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.
- [7] The Application also included a monetary claim for rent owing, which is the subject of Order LD24-373.
- [8] On October 24, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for November 5, 2024 along with a copy of the Application.
- [9] On October 31, 2024 the Rental Office emailed the parties a 35-page evidence package (the "Evidence Package").
- [10] On November 4, 2024 the Rental Office emailed the parties a 4-page supplementary evidence package (the "Supplementary Evidence Package").
- [11] On November 5, 2024 the parties joined the teleconference hearing. The parties confirmed receipt of the Evidence Package and the Supplementary Evidence Package. During the hearing documents from the Tenant were added to the record.

ISSUE

- A. Must the Tenant and all occupants vacate the Unit?

ANALYSIS

- [12] The Landlord's reason in the Notice for terminating the tenancy is pursuant to subsection 60(1) of the *Residential Tenancy 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.

- [13] Rent is due on the first day of the month. The Tenant was responsible for paying September 2024's rent to the Landlord by September 1, 2024. The Tenant did not pay September 2024's rent, in the amount of \$1,000.00. Therefore, rent was owed as of September 20, 2024, the date the Notice was served.
- [14] The Tenant did not pay rent for September 2024 after the Notice was served. The Tenant stated that he only had money available for September 2024's rent in mid-October. The Tenant stated that he is unwilling to pay September 2024's rent now because the Landlord is still seeking the end of the tenancy agreement.
- [15] 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.*
- [16] For these reasons, I find that the Notice is valid and the Application is allowed.
- [17] Social Assistance was not responsible for paying the Tenant's rent for September 2024. On October 31, 2024 Social Assistance paid the rent due for October and November of 2024. As November's rent has been paid, I extend the effective date of the Notice to November 30, 2024 pursuant to clause 85(1)(n) of the *Act*.
- [18] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on November 30, 2024**. The Tenant 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 6th day of November, 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.