

INTRODUCTION

- [1] The Landlord seeks an Order requiring the Tenant and all occupants to vacate the Unit because the Tenant owes the Landlord rent.

DISPOSITION

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

BACKGROUND

- [3] The Unit is an apartment in a seven-unit building (the "Residential Property").
- [4] The Tenant and a previous landlord entered into a written, fixed-term tenancy agreement for the Unit for July 5, 2018, to July 1, 2019. The Landlord purchased the Residential Property in August 2018, and the tenancy agreement continued. Rent in the amount of \$875.00 is due on the first day of the month. A \$725.00 security deposit was paid at the beginning of the tenancy.
- [5] On August 20, 2024, the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* (the "Notice") for non-payment of rent in the amount of \$1,870.00 and for repeatedly late rent payments. The effective date in the Notice was August 30, 2024.
- [6] I note that this effective date is automatically changed to September 9, 2024, pursuant to section 54 of the *Residential Tenancy Act* (the "Act") because the Landlord was required to provide the Tenant with a minimum of twenty-days' notice (see subsection 60(1)).
- [7] On September 23, 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 Order.
- [8] On October 11, 2024, the Landlord filed a second *Form 2 (B) Landlord Application to Determine Dispute* with the Rental Office. The second application seeks a monetary order for rent owing, which is the subject of Order LD24-376.
- [9] On October 24, 2024, the Rental Office mailed both parties and emailed the Landlord notice of a teleconference hearing scheduled for November 5, 2024, along with a copy of the Application. The Landlord served the Tenant the documents on October 29, 2024.
- [10] On November 1, 2024, the Rental Office emailed the Landlord an evidence package. The Landlord served the Tenant the documents on November 4, 2024.
- [11] On November 4, 2024, the Rental Office called the Tenant to confirm he received all documents and was aware of the hearing. The Tenant did not answer and voicemail was not available.
- [12] On November 5, 2024, the Landlord participated in a teleconference hearing. I called the Tenant but there was no answer and no voicemail. I waited ten minutes and then the hearing proceeded in the Tenant's absence.
- [13] The Landlord confirmed he received the evidence package and all submitted documents were included.

ISSUE

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

ANALYSIS

- [14] The Landlord is seeking to terminate the tenancy under 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.

- [15] The Landlord stated that the Tenant owed \$3,160.00 in rent as of October 1, 2024. The Tenant recently paid \$1,050.00 to the Landlord. The Tenant now owes \$2,985.00 in rent, which includes November 2024. A copy of the Tenant's rental ledger was submitted into evidence.

- [16] The Landlord's evidence establishes that the Tenant did not pay the full rental arrears, which was \$1,870.00 on the date the notice was served, within 10-days after the Notice was served. Therefore, the Notice was not invalidated under 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.

- [17] The Tenant did not file an application with the Rental Office disputing the Notice under clause 60(4)(b) of the Act.

- [18] I find that the Landlord has established that the Tenant owes the Landlord rent.

- [19] The Landlord is also seeking to terminate the tenancy under subsection 61(1)(b) of the Act which states:

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

the tenant is repeatedly late in paying rent.

- [20] The Landlord stated that the Tenant has been repeatedly late in paying rent since February 2024, which is noted in the Tenant's rental ledger.

- [21] I find that the Landlord has established that the Tenant has been repeatedly late in paying rent.

- [22] I find that the Notice is valid and the Application is allowed. The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties shall terminate effective **5:00 p.m. on November 18, 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 7th day of November, 2024.

(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.