

**INTRODUCTION**

- [1] The Landlords request an Order requiring the Tenants to vacate the Unit because the Tenants have not paid rent.

**DISPOSITION**

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

**BACKGROUND**

- [3] The Unit is a single family home, and the Landlords manage the property for the property owner.
- [4] On June 23, 2024 the Tenants and the property owner entered into a written, fixed-term tenancy from July 1, 2024 to June 30, 2025. A \$2,600.00 security deposit was paid at the beginning of the tenancy. Rent is \$2,600.00 due on the first day of the month.
- [5] On October 4, 2024 the Landlords served the Tenants with a *Form 4 (A) Eviction Notice* (the "Notice") for non-payment of rent. The effective date in the Notice was October 25, 2024.
- [6] On October 28, 2024 the Landlords filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application requests an Order for vacant possession of the Unit and for the Sheriff to put the Landlords in possession, which is the subject of this decision. The Landlords emailed the Tenants the Application and posted a copy to the Unit's front door.
- [7] The Application also included a monetary claim for rent owing, which is the subject of a further decision.
- [8] On October 28, 2024 the Tenants tried to file a *Form 2 (A) Tenant Application to Determine Dispute* with the Rental Office to dispute the Notice. However, the Rental Office rejected the application because the Tenants only had ten days from receiving the Notice to dispute it under subsection 60(4) of the *Residential Tenancy Act* (or the "Act").
- [9] On November 1, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for November 12, 2024, along with a copy of the Application.
- [10] On November 7, 2024 the Rental Office emailed the parties an evidence package (the "Evidence Package" or "EP").
- [11] On November 12, 2024 the Landlords and the Tenants participated at the hearing. The Landlords confirmed receipt of the Evidence Package and confirmed that any documentary evidence submitted to the Rental Office was included. The Tenants stated that they did not receive the Evidence Package. I re-sent the Evidence Package via email at the beginning of the hearing to the Tenants. The Tenants confirmed receipt of the Evidence Package. The Tenants did not require additional time to review the Evidence Package.
- [12] At the hearing, the Application was amended to increase the monetary claim for rent owing.

**ISSUE**

- i. Must the Tenants vacate the Unit?

**ANALYSIS**

[13] The Landlords' basis for terminating the tenancy is 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.*

[14] The parties agreed that the Tenants have not paid rent since early September of 2024. As of the date of the hearing, the total amount of rent outstanding is \$7,787.45. Calculated as follows:

- September 2024 rent: \$2,400.00;
- October 2024 rent: \$2,600.00;
- November 2024 rent: \$2,600.00;
- Water bill (JUL-SEP) \$112.45; and
- NSF fees (\$25.00 each) \$75.00.

[15] The Landlords have worked with the Tenants and provided them with time to pay their arrears. The Tenants have had financial and personal impediments over the past three months.

[16] I have reviewed the evidence from the parties. I find that the Tenants did not pay the outstanding balance on the Notice within ten days of receiving the Notice. As a result, 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] Further, I find that the Tenants did file an application with the Rental Office disputing the Notice, however, the application was outside the ten-day period to file the application under clause 60(4)(b) of the Act. For these reasons, I find that the Notice is valid and the Application is allowed. The Tenants must vacate the Unit by the timeline below.

[18] At the hearing, I informed the parties that I will issue the decision granting delivery of possession.

[19] The Tenants stated that they will have access to their money/account on November 22, 2024 and can pay their arrears. The Landlords stated that they do not intend to evict the Tenants if the Tenants pay their arrears by November 22, 2024.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy agreement between the parties will terminate effective 5:00 p.m. on November 27, 2024. The Tenants 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 20th day of November, 2024.

(sgd.) Cody Burke

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Cody Burke  
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.