

INTRODUCTION

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

DISPOSITION

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

BACKGROUND

- [3] The parties entered into a written tenancy agreement for the Unit that commenced on October 5, 2024. A security deposit of \$750.00 was required but not paid. Rent of \$750.00 is due on the fifth day of the month.
- [4] On November 8, 2024 the Landlord taped to the Unit's door a *Form 4 (A) Eviction Notice* with an effective date of November 28, 2024 (the "Notice") for non-payment of November 2024 rent. The Tenant received the Notice on November 9, 2024.
- [5] On November 8, 2024 the Landlord filed a first *Form 2 (B) Landlord Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office") seeking rent owing, which is the subject of Order LD24-421. The Landlord served this application to the Tenant.
- [6] On November 26, 2024 the Rental Office emailed the Landlord notice of a teleconference hearing scheduled for December 12, 2024. The Landlord delivered a copy of the notice of hearing to the Tenant.
- [7] On December 11, 2024 the Landlord filed a second *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject of this decision. The Landlord served the Application to the Tenant.
- [8] On December 11, 2024 the Rental Office emailed the Landlord a 23-page evidence package (the "Evidence Package") which the Landlord delivered to the Tenant.
- [9] On December 12, 2024 the parties joined the teleconference hearing for determination of the two applications. The parties confirmed receipt of the Evidence Package. During the hearing the Tenant emailed documents to the Rental Office which were shared with the Landlord and added to the record.

ISSUE

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

ANALYSIS

- [10] 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.

- [11] Rent is due on the fifth day of the month. The parties agree that the Tenant's mother paid the Landlord \$750.00 in cash, which was the first month's rent due on October 5, 2024. The parties agree that there were no further payments to the Landlord, including no payment of the security deposit.
- [12] The Tenant was responsible for paying November 2024's rent to the Landlord by November 5, 2024. The Tenant did not pay November 2024's rent, in the amount of \$750.00. Therefore, rent was owed as of November 8, 2024, the date the Notice was served.
- [13] The Tenant did not pay November 2024's rent after the Notice was served.
- [14] 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.*
- [15] For these reasons, I find that the Notice is valid and the Application is allowed.
- [16] The Tenant provided evidence regarding the Tenant's personal situation and documents served by the Landlord before the Notice was served. However, these matters do not change the validity of the Notice.
- [17] 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 January 2, 2025**.
2. The Tenant and all occupants must vacate the Unit by this time and date.
3. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.
4. The Tenant will advise a representative of the Landlord in writing when the Tenant vacates the Unit.

DATED at Charlottetown, Prince Edward Island, this 17th day of December, 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.