

INTRODUCTION

- [1] The Landlord seeks an order requiring the Tenants to vacate the Unit because the Tenants have not paid rent.

DISPOSITION

- [2] The parties' claims regarding the end of the tenancy have been settled on the terms provided below.

BACKGROUND

- [3] On March 22, 2024, the Landlord, Tenants, and another tenant ("KB") entered into a written fixed-term tenancy agreement for the Unit from May 1, 2024, to April 30, 2025. A security deposit of \$2,700.00 was paid at the beginning of the tenancy. Rent of \$2,700.00 is due on the first day of the month, plus \$295.00 for utilities.
- [4] On November 19, 2024, the Landlord's representative (the "Representative") emailed the Tenants a *Form 4 (A) Eviction Notice* with an effective date of December 9, 2024 (the "Notice") for non-payment of rent for November 2024.
- [5] On December 17, 2024, the Representative filed a *Form 2 (B) Landlord Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject **Order LD25-012**. The Application also seeks rent owed and utilities, which is the subject of this order.
- [6] On December 30, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 9, 2025.
- [7] On January 7, 2025, the Rental Office emailed the parties a 61-page evidence package.
- [8] On January 9, 2025, the Representative and the Tenants joined the teleconference hearing to determine the Application. The parties confirmed receipt of the evidence package and that everything they had submitted to the Rental Office was included.
- [9] At the beginning of the hearing, the Representative stated that he named three tenants in the Application, but he was removing KB from the Application. The Representative stated that KB vacated the Unit at the end of October 2024, and KB's tenancy ended by mutual agreement. The Application is therefore amended under clause 80(3)(f) of the Residential Tenancy Act (the "Act").

ISSUE

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

SETTLEMENT

- [10] At the beginning of the hearing, the parties reached an agreement regarding the end of tenancy on the following terms:
- The tenancy between the parties will terminate at **5:00 p.m. on January 31, 2025**. The Tenants and all occupants must vacate the Unit by this time and date.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate at **5:00 p.m. on January 31, 2025**. 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 15th day of January, 2025.

(sgd.) Mitch King

Mitch 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.