

INTRODUCTION

- [1] The Landlord seeks an order requiring the Tenant to vacate the Unit for non-payment of rent and repeatedly late rent payments.

DISPOSITION

- [2] I find that the Tenant and all occupants must vacate the Unit for repeatedly late rent payments.

BACKGROUND

- [3] The parties entered into a written, fixed-term tenancy agreement for the Unit for the period of February 1, 2023 to January 31, 2024 which converted to a month-to-month tenancy. A security deposit of \$750.00 was paid on February 7, 2023. Rent of \$875.00 is due on the first day of the month.
- [4] On December 2, 2024 the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* with an effective date of December 22, 2024 (the "Notice") for non-payment of December 2024 rent and repeatedly late paying rent.
- [5] On December 24, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
- [6] On January 2, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for January 14, 2025.
- [7] On January 9, 2025 the Rental Office emailed the parties a 30-page PDF document (the "Evidence Package" or "EP").
- [8] On January 13, 2025 the Tenant requested an extension to submit documentary evidence. The extension was granted. However, the Tenant did not submit any documentary evidence to the Rental Office.
- [9] On January 14, 2025 the Tenant and the Landlord joined into teleconference hearing. The Tenant requested an adjournment of the hearing. The adjournment was granted and the teleconference hearing was rescheduled for January 15, 2025 at 9:00 a.m.
- [10] On January 15, 2025 the Tenant and the Landlord joined the teleconference hearing for determination of the Application. The parties confirmed receipt of the Evidence Package and the Landlord confirmed that all documents submitted to the Rental Office were included. The Tenant did not submit any documents into evidence.

ISSUE

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

ANALYSIS

- [11] The Landlord's reasons in the Notice for terminating the tenancy are pursuant to clauses 60(1) and 61(1)(b) of the *Residential Tenancy Act* (or the "Act"), which state:

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.

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;

Non-payment of December 2024's rent

- [12] For the reasons below, I find that the non-payment of December 2024's rent part of the Notice is established.
- [13] The Tenant was responsible for paying December 2024's rent to the Landlord by December 1, 2024. The Tenant paid December 2024's rent in two installments: \$800.00 on December 11, 2024 and \$75.00 on December 23, 2024.
- [14] The Notice was served to the Tenant on December 2, 2024 and stated that the Tenant owed \$875.00 for December 2024's rent.
- [15] The Tenant did not pay December 2024's outstanding rent within ten days of the date the Notice was served. This means that 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.*
- [16] The Tenant did pay the outstanding rental arrears and did not file an application with the Rental Office within ten days of the date the Notice was served.
- [17] Therefore, I find that the non-payment of December 2024's rent portion of the Notice is established.

Repeatedly late paying rent

- [18] For the reasons below, I find that the Landlord has established that the Tenant is repeatedly late paying rent, which warrants the termination of the tenancy agreement.
- [19] The Landlord stated that the Tenant is repeatedly late paying rent. The Landlord submitted a rent ledger into evidence (EP7) showing the Tenant's rent payments throughout the tenancy, which stated:
- | | |
|--|--|
| 1. Rent Due: OCT-1-24: \$875.00 | Paid: OCT-31-24: (\$435.00) |
| | Paid: NOV-13-24: (\$440.00) |
| 2. Rent Due: NOV-1-24: \$875.00 | Paid: NOV-13-24: (\$875.00) |
| 3. Rent Due: DEC-1-24: \$875.00 | Paid: DEC-11-24: (\$800.00) |
| | Paid: DEC-23-24: (\$75.00) |
| 4. Rent Due: JAN-1-25: \$875.00 | Paid: JAN-1-24: <u>(\$700.00)</u> |
| Outstanding rental arrears: | \$175.00 |
- [20] The Landlord stated that he served a previous eviction notice in October or November of 2024 to the Tenant for non-payment of rent. However, he rescinded the eviction notice and informed the Tenant that he will not tolerate any further late rent payments.
- [21] The Tenant stated that since October of 2024 she has had personal and financial difficulties which have caused her to be late paying the rent. The Tenant also stated that she had issues with her banking, which limited the amount she could e-Transfer.

- [22] The Tenant also stated that social assistance has helped with her rent payments, however, in early November of 2024 she requested that social assistance directly pay the Landlord rent. The Tenant stated that this process takes three months to complete, which was a reason for her late rent payments for November, December and January.
- [23] The Tenant stated that she e-Transferred the \$175.00 balance for January 2025 rent on January 1, 2025. The Tenant stated that she did not know that the Landlord did not receive that payment.
- [24] I have reviewed the evidence and I find that the Landlord has established that the Tenant has been repeatedly late paying rent. Particularly, I find that the Tenant has been late paying the rent for October 2024, November 2024, December 2024 and January 2025.
- [25] I note that the Act does not define what “repeatedly” means. However, in this case, I find that the Tenant has been late paying rent for four consecutive months. Despite the Tenant providing reasons for her late payments, I find that the Act does not permit the Tenant any reasons for paying rent late. Therefore, I find that the Landlord has a valid reason for terminating the tenancy agreement.
- [26] The Notice is valid and the Application is allowed.

The Effective Date

- [27] The effective date on the Notice is December 22, 2024.
- [28] Pursuant to 85(1)(n) of the Act I extend the effective date to 5:00 p.m. on January 31, 2025.
- [29] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement between the parties will terminate effective **5:00 p.m. on January 31, 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.

DATED at Charlottetown, Prince Edward Island, this 16th day of January, 2025.

(sgd.) Cody Burke

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.