

INTRODUCTION

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

DISPOSITION

- [2] The Tenant and all occupants must vacate the Unit due to unpaid rent.

BACKGROUND

- [3] The parties entered into a written, fixed-term tenancy agreement for the Unit from August 1, 2024, to July 31, 2025. A security deposit of \$500.00 was paid on July 31, 2024. Rent of \$780.00 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 October 2024, November 2024, and December 2024 rents, and for being repeatedly late in paying rent.
- [5] The Particulars of termination stated:
- "You did not pay your rent since Oct, Nov, Dec, Total: \$780*3 = \$2340"*
- [6] On December 23, 2024, the Landlord 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 of this decision (the "First Application"). The First Application also seeks rent owing, which is the subject of **Order LD25-026**.
- [7] On January 8, 2025, the Landlord filed a second *Form 2 (B) Landlord Application to Determine Dispute* with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession (the "Second Application"). The two applications will be collectively called the "Applications."
- [8] On January 10, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for January 21, 2025.
- [9] On January 17, 2025, the Rental Office emailed the parties an evidence package (the "Evidence Package").
- [10] On January 21, 2025, the Landlord, the Landlord's translator, and the Tenant joined the teleconference hearing to determine the Applications. The parties confirmed receipt of the Evidence Package and confirmed that all documents submitted to the Rental Office were included.
- [11] After the hearing, both parties submitted additional evidence to the Rental Office confirming that the Tenant only paid rent for August and September 2024. The additional evidence was shared with each party and added to the record.

ISSUE

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

ANALYSIS

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

60(1) 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.

61(1) A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

(b) The tenant is repeatedly late in paying rent.

[13] The Landlord stated that the Tenant paid rent for August and September 2024 but did not pay rent for October, November, or December 2024. Therefore, \$2,340.00 in rent was owed on the date the Notice was served. The Landlord stated that rent has not been paid for January 2025 as of the date of the hearing.

[14] The Tenant agreed that he owes rent for November 2024, December 2024, and January 2025. The Tenant was unsure if he paid rent for October 2024.

[15] I find that the evidence, specifically the e-transfer documents provided by the parties after the hearing, establishes that the Tenant owed rent for October, November, and December 2024 on the date the Notice was served. The Tenant did not pay the outstanding rent within ten days of the Notice being served, and the rent was still outstanding as of the hearing date.

[16] 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] I find that the Notice is valid for non-payment of rent, and the Applications are allowed.

[18] The Tenant and all occupants must vacate the Unit by the timeline below.

[19] It is unnecessary for me to determine the Landlord's second basis for ending the tenancy regarding repeatedly late rent payments.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate at **5:00 p.m. on February 4, 2025**. 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 27th 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.