

INTRODUCTION

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

DISPOSITION

- [2] I find that the Tenants and all occupants must vacate the Unit for non-payment of rent.

BACKGROUND

- [2] The parties entered into a written, month-to-month tenancy agreement for the Unit beginning September 3, 2020. A security deposit of \$750.00 was paid at the beginning of the tenancy. Rent of \$750.00 is due on the third day of the month.

- [3] On December 2, 2024, the Landlord's representative (the "Representative") served the Tenants with a *Form 4 (A) Eviction Notice* with an effective date of December 31, 2024 (the "First Notice") for non-payment of rent for November 2024 and December 2024, totalling \$1,500.00.

The Particulars of termination stated:

"Failure to pay rent for November and December 2024"

- [4] On December 12, 2024, the Representative served the Tenants with a second *Form 4 (A) Eviction Notice* with an effective date of January 13, 2025 (the "Second Notice") for non-payment of rent for November 2024 and December 2024, totalling \$1,500.00, and for being repeatedly late in paying rent.

The Particulars of termination stated:

"No rent paid on time for more than 18 consecutive months. Rent for November and December 2024 still unpaid."

- [5] The First and Second Notice will be called the "Notices."
- [6] On January 10, 2025, 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 (the "Application.")
- [7] The Application also seeks rent owing; however, the Representative confirmed that on January 29, 2025, the Tenants had paid the full outstanding rent up to and including January 2025. Therefore, I do not need to determine this matter.
- [8] On January 16, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 28, 2025.
- [9] On January 24, 2025, the Rental Office emailed the parties an evidence package (the "Evidence Package").
- [10] On January 28, 2025, the Representative and one Tenant, representing both Tenants, joined the teleconference hearing to determine the Application. The parties confirmed receipt of the Evidence Package. The Representative stated that the Second Notice was not included in the Evidence Package, and he forwarded a copy to the Rental Office after the hearing.

ISSUE

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

ANALYSIS

- [11] The Landlord's reasons in the Notices 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.

- [12] The Representative stated that the Tenants did not pay rent for November or December 2024, and \$1,500.00 was owed when the Notices were served. The Representative noted that the Tenants paid \$500.00 of November's rent on December 20, 2024, and \$1,000.00 was paid on January 27, 2025. As of the hearing date, the Tenants still owed \$500.00 for January 2024. The Landlord stated he would extend the vacate date to February 28, 2025.
- [13] The Tenant agreed the Tenants still owe \$500.00 in rent for January 2025, but it would be paid after the hearing. The Tenant stated that he has a full-time job now and will be able to pay rent on time.
- [14] I note that when the First Notice was served, rent for December 2024 was not yet due. However, the First Notice is valid as the November 2024 rent was unpaid when the Notice was served.
- [15] I find that the evidence establishes that the Tenants owed rent on the dates the Notices were served. The Tenants did not pay the outstanding rent within ten days of the Notices being served.
- [16] Therefore, the Notices were 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 Notices are valid for non-payment of rent, and the Application is allowed.
- [18] It is unnecessary for me to determine the Landlord's second basis for ending the tenancy regarding repeatedly late rent payments.
- [19] Although the Tenants have paid the rental arrears, the Landlord has not agreed to reinstate the tenancy agreement.
- [20] The Landlord stated he would extend the vacate date to February 28, 2025. Therefore, I amend the Notices under clause 85(1)(l) of the Act.
- [21] The Tenants and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate at **5:00 p.m. on February 28, 2025**.
2. The Tenants and all occupants must vacate the Unit by this time and date.
3. The Tenants are required to pay rent for February 2025.
4. 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 31st 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.