

**INTRODUCTION**

- [1] The Landlord seeks vacant possession of the Unit and for the Sheriff to put the Landlord in possession.

**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. Rent of \$2,500.00 is due on the first day of the month. A \$2,500.00 security deposit was paid at the beginning of the tenancy.
- [4] On November 5, 2024, the parties had a previous Rental Office hearing (Orders LD24-379 and LD24-380). In that matter, the Tenant was ordered to vacate the Unit by November 14, 2024, and pay the rent owed by November 30, 2024. The Tenant paid the rent owed, and the Landlord agreed to allow the Tenant to continue living in the Unit.
- [5] On December 27, 2024, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 16, 2025 (the "Notice") for unpaid rent of \$2,500.00.
- [6] On January 23, 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, which is the subject of this decision (the "Application"). The Application also seeks rent owed, which is the subject of **Order LD25-071**.
- [7] On February 3, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 18, 2025.
- [8] On February 4, 2025, the Rental Office mailed and emailed the parties notice of a rescheduled teleconference hearing for February 25, 2025.
- [9] On February 13, 2025, the Rental Office emailed the parties a 23-page evidence package.
- [10] On February 25, 2025, the Landlord's representative (the "Representative") and the Tenant participated in the teleconference hearing to determine the Application. Both parties confirmed receipt of the evidence package, and the Representative confirmed that all documents submitted to the Rental Office were included. The Tenant submitted no documents.

**ISSUE**

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

**ANALYSIS**

- [11] The Landlord's reason in the Notice for terminating the tenancy is under clause 60(1) of the *Residential Tenancy Act* (the "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.*

- [12] The Representative's evidence is as follows. The Tenant owes the Landlord \$7,625.00 in outstanding rent and NSF fees.

- [13] The Tenant did not pay rent for December 2024, and the Notice was issued for December's rent. Rent for January 2025 or February 2025 has not been paid either, totalling \$7,500.00 in unpaid rent.
- [14] There are also five outstanding NSF fees totalling \$125.00 (5 x \$25.00) because there were insufficient funds in the Tenant's bank account when the payments were processed. A rental ledger, banking documents, and messages between the parties were submitted as evidence.
- [15] The Representative stated that he was not willing to reinstate the tenancy agreement if the outstanding rent was paid. The Representative agreed to extend the vacate date to March 10, 2025, and stated that the Tenant is responsible for rent the days the Tenant occupies the Unit in March.
- [16] The Tenant agreed that she owes the Landlord \$7,625.00. The Tenant stated that she had been going through financial challenges, and she hopes to have the outstanding rent paid soon. The Tenant agreed to vacate by March 10, 2025.
- [17] I find that 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. 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.*

- [18] I find that the Notice is valid for non-payment of rent, and the Application is allowed.
- [19] 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 at **5:00 p.m. on March 10, 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 3rd day of March, 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.