

INTRODUCTION

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

DISPOSITION

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

BACKGROUND

[3] The Unit is a bedroom with shared bathroom and kitchen facilities. The Unit includes one of three bedrooms on the first floor of a building. The Landlord lives on the second floor of the building, which has separate bathroom and kitchen facilities.

[4] On December 15, 2024, the Tenant moved into the Unit as an Airbnb guest.

[5] On December 17, 2024, the parties entered into a written, three-month fixed-term tenancy agreement for the Unit for the period of December 17, 2024 to March 16, 2025. A security deposit of \$900.00 was paid sometime in December 2024. Rent of \$900.00 is due on the first day of the month.

[6] On February 6, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of February 16, 2025 (the "Notice") for failing to pay rent, repeatedly late rent payments, behaviour, damage, and failing to comply with a material term of the tenancy agreement.

[7] I note that the effective date is automatically corrected to February 26, 2025, under section 54 of the *Residential Tenancy Act* (or the "Act") to comply with the minimum notice period under subsection 60(1).

[8] On March 3, 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 determined in Order LD25-111.

[9] On March 6, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 20, 2025.

[10] On March 14, 2025, the Rental Office shared a 57-page evidence package, two audio files, and three video files with the parties through Titan File.

[11] On March 18 and 19, 2025, the Rental Office shared a 5-page supplementary evidence package, a second 21-page supplementary evidence package, and three video files with the parties through Titan File.

[12] On March 20, 2025, the Landlord's representative (the "Representative") joined the teleconference hearing for the determination of the Application. The Representative confirmed receipt of the evidence packages and additional evidence, and he confirmed that all evidence submitted to the Rental Office was included.

[13] I called the Tenant and left a voicemail message; however, the Tenant did not participate in the hearing. The hearing proceeded in the Tenant's absence.

ISSUE

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

ANALYSIS

[14] The Landlord's first reason in the Notice for terminating the tenancy is under subsection 60(1) of 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.

[15] The Representative stated that the Tenant has not paid rent for February or March 2025 as of the hearing date. The Representative stated that the Landlord told him that the Tenant was still living in the Unit as of the hearing date.

[16] I find that the evidence establishes that the Tenant did not pay the outstanding rent for February 2025 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.

[17] I find that the Notice is valid for non-payment of rent for February 2025, and the Application is 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 other reasons for ending the tenancy.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate at **5:00 p.m. on March 31, 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 24th 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.