

## INTRODUCTION

- [1] The Tenant disputes two eviction notices served by the Landlord's representative (the "Representative").

## DISPOSITION

- [2] The tenancy agreement is terminated effective Friday, April 11, 2025. The Tenant and all occupants must vacate the Unit.

## BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom rental unit located in a side-by-side duplex building.
- [4] On November 29, 2024, the Tenant paid the Representative a \$1,400.00 security deposit and \$1,400.00 for December 2024's rent. The parties entered into a written, fixed-term tenancy agreement from December 1, 2024 to November 30, 2025. Rent is \$1,400.00 due on the first day of the month. Utilities, including electricity, heat, water, Wi-Fi, grass cutting and snow removal, were not included in the rent.
- [5] On December 1, 2024, the Tenant moved into the Unit.
- [6] On February 21, 2025, the Representative served the Tenant with a *Form 4(A) Eviction Notice* for non-payment of rent and repeatedly late rent payments with an effective date of March 13, 2025 (the "First Notice"). The particulars stated:
- "Tenant has provided false information repeatedly since Jan regarding rent payments. Failed to pay Jan and Feb rent in full and on time."*
- [7] On February 28, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "First Application") with the Residential Tenancy Office (the "Rental Office") disputing the First Notice.
- [8] On March 10, 2025, the Representative served the Tenant with a second *Form 4(A) Eviction Notice* for non-payment of rent and repeatedly late paying rent with an effective date of March 30, 2025 (the "Second Notice").
- [9] On March 17, 2025, the Rental Office emailed the parties notice of a teleconference hearing.
- [10] On March 19, 2025, the Tenant filed another *Form 2(A) Tenant Application to Determine Dispute* (the "Second Application") with the Rental Office disputing the Second Notice.
- [11] The Rental Office mailed and emailed the parties an updated notice of a teleconference hearing scheduled for April 3, 2025, along with copies of the First Application and the Second Application.
- [12] On March 28, 2025, the Rental Office emailed the parties a 42-page PDF (the "Evidence Package").
- [13] On April 3, 2025, the Tenant and the Representative joined the teleconference hearing. The parties confirmed receipt of the Evidence Package and confirmed that all documents submitted to the Rental Office were included.

## ISSUE

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

**ANALYSIS**

- [14] The Representative selected two reasons on the First Notice and the Second Notice for ending the tenancy agreement. The first reason on the First Notice and the Second Notice is based upon subsection 60(1) of the *Residential Tenancy Act* (or 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 second reason on the First Notice and the Second Notice is based upon clause 61(1)(b) of the Act, which states:

*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.*

- [16] The Representative stated that the Tenant has been repeatedly late paying rent since January 2025. The Representative stated that on February 4, 2025, the Tenant paid \$400.00 towards January's rent. On February 28, 2025, the Tenant made two payments, one for \$1,500.00 and another for \$500.00. This paid off January's rent balance and left \$400.00 remaining on February's rent. On March 1, 2025, the Tenant paid \$400.00, paying off February's rent.

- [17] The Tenant has not paid March and April's rent as of the hearing date.

- [18] The Tenant did not dispute the Landlord's rent history. The Tenant stated that she was in the process of changing rent supplement programs. Social assistance was helping pay a portion of the rent, however, social assistance would not pay the Landlord directly. The Tenant stated that she was approved with another institution who would pay the Landlord directly. The Tenant stated that there was a delay because she needed to be employed under the new program, but she was on sick leave.

- [19] The Tenant stated that there may have been some misunderstanding and miscommunication with the Landlord regarding the programs. The Tenant stated that she has not paid March and April 2025's rent because she is waiting for the outcome of this proceeding. The Tenant stated that if the tenancy ends, she will permit the Landlord to keep the security deposit for March's rent and will pay the days owed for April's rent.

**The First Notice**

- [20] I find that the First Notice is invalid and the First Application is allowed.
- [21] The First Notice was served on February 21, 2025. I find that the Tenant paid the \$2,400.00, arrears within ten days of receiving the First Notice. Therefore, the non-payment of rent reason on the First Notice was automatically invalidated under clause 60(4)(a) of the Act.
- [22] The second reason on the First Notice was for repeatedly late paying rent. I find that the evidence does not establish that the Tenant was repeatedly late paying rent when the First Notice was served on February 21, 2025. At the time, the Tenant was only late for January and February 2025 rent. I find that this is insufficient to terminate the tenancy under the First Notice.

**The Second Notice**

- [23] I find that the Second Notice is valid and the Second Application is denied. The tenancy agreement will terminate by the timeline below.
- [24] The Second Notice was served on March 10, 2025, and the Tenant filed the Second Application on March 19, 2025, disputing the Second Notice. I find that the evidence establishes that the Tenant did not pay March's rent within ten days of receiving the Second Notice. As of the date of the hearing, the Tenant has not paid March and April's rent.
- [25] Therefore, I find that the tenancy agreement is terminated effective 5:00 p.m., on Friday, April 11, 2025. The Tenant and all occupants must vacate the Unit by this time and date.
- [26] Further, I find that the Tenant was late paying January, February, March and April's rent. This also supports termination of the tenancy for repeatedly late rent payments under clause 61(1)(b) of the Act.

**Tenancy Agreement Form**

- [27] I note that the Landlord used an expired form for the written tenancy agreement. The current standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective **5:00 p.m., on Friday, April 11, 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 4th day of April, 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.