

INTRODUCTION

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

DISPOSITION

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

BACKGROUND

- [3] The Unit is a three-bedroom, one-bathroom single family dwelling that the Landlord has owned for about thirty years.
- [4] The parties entered into an oral, month-to-month tenancy agreement for the Unit that started on May 1, 2021. A security deposit of \$875.00 was paid on April 30, 2021. Rent of \$930.00 is due on the first day of the month.
- [5] On March 10, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of March 30, 2025 (the "Notice") for non-payment of rent in the amount of \$6,114.00.
- [6] On March 31, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") 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 also seeks rent owing, which is the subject of Order LD25-143.
- [7] On April 7, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 17, 2025.
- [8] On April 14, 2025 the Rental Office emailed the parties a 36-page evidence package (the "Evidence Package").
- [9] On April 17, 2025 the Landlord's representative and one of the Tenants (the "Tenant") joined the teleconference hearing. The Tenant represented both of the Tenants at the 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 Tenants and all occupants vacate the Unit?

ANALYSIS

- [10] The Landlord's reason for terminating the tenancy is under subsection 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.

- [11] The Tenants owed the Landlord rent in the amount of \$6,114.00 on March 10, 2025, the date the Notice was served. The Tenants did not make any further rent payments after the Notice was served and the rent owing has increased to \$7,044.00.

[12] 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.

[13] The Tenants did not file an application with the Rental Office disputing the Notice.

[14] For these reasons, I find that the Notice is valid and the Application is allowed.

[15] The parties stated that April 30, 2025 would be an appropriate vacate date if the Application is allowed. I find that 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 effective **5:00 p.m. on April 30, 2025**.
2. The Tenants 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 17th day of April, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.