

INTRODUCTION

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

DISPOSITION

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

BACKGROUND

- [3] The Unit is a three-bedroom and two-bathroom townhouse.
- [4] On November 28, 2024 the Tenant paid the Landlord a security deposit, which totals \$1,850.00.
- [5] The parties entered into an oral, one year fixed-term tenancy agreement. Rent is \$1,950.00 due on the first day of the month.
- [6] On December 1, 2024 the Tenant moved into the Unit.
- [7] On March 12, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of March 22, 2025 (the "Notice") for non-payment of rent, in the amount of \$3,100.00.
- [8] I note the effective date is automatically corrected to April 1, 2025, under section 54 of the *Residential Tenancy Act* (the "Act") to comply with the minimum notice period under subsection 60(1).
- [9] On April 2, 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 Sheriff Services to put the Landlord in possession, which is the subject of this decision. The Application also seeks a monetary order for rent owing, which is the subject of Order LD25-145.
- [10] On April 7, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 17, 2025 (the "Notice of Hearing"). The Landlord also taped a copy of the Notice of Hearing to the Unit's front door.
- [11] On April 15, 2025 the Rental Office emailed the parties a 19-page evidence package.
- [12] On April 17, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the Application. The Landlord confirmed receipt of the evidence package and confirmed all documents submitted to the Rental Office were included. The Tenant stated that she did not receive a copy of the evidence package. I emailed the Tenant a copy of the evidence package at the hearing. The Tenant confirmed receipt of the evidence package and confirmed all documents submitted to the Rental Office were included.

ISSUE

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

ANALYSIS & FINDINGS**Reason for the Eviction**

- [13] The Landlord's reason for terminating the tenancy is under subsection 60(1) of the Act, which states:

(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.*

- [14] The Tenant was responsible for paying rent to the Landlord by the first day of the month.
- [15] The parties provided the following undisputed evidence regarding rent payments and outstanding arrears:

| Month | Amount Owed | Payments | Amount Paid | Balance |
|---------------|-------------|------------------|-------------|------------|
| January 2025 | \$1,950.00 | January 24, 2025 | \$800.00 | \$1,150.00 |
| February 2025 | \$1,950.00 | February 3, 2025 | \$1,950.00 | \$1,150.00 |
| March 2025 | \$1,950.00 | April 2, 2025 | \$1,950.00 | \$1,150.00 |
| April 2025 | \$1,950.00 | Unpaid | \$0.00 | \$3,100.00 |

- [16] The Notice was served to the Tenant on March 12, 2025 for non-payment of rent in the amount of \$3,100.00. This amount was arrears from January 2025 and March's rent.
- [17] The Tenant paid \$1,950.00 on April 2, 2025 to pay March's rent, which was 21 days after the Notice was served to the Tenant.
- [18] Therefore, the Notice was not invalidated under clause 60(4)(a) of the Act, which states:

(4) *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.*

- [19] The evidence establishes that the Tenant did not file an application with the Rental Office to dispute the Notice.
- [20] Further, the evidence does not establish that the Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74 of the Act.
- [21] For these reasons, I find that the Notice is valid and the Application is allowed.
- [22] The Notice's effective date was April 1, 2025. Based upon the parties' testimony at the hearing, I will exercise my authority under clauses 85(1)(f) and (n) of the Act to extend the effective date of the Notice.
- [23] 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 effective **5:00 p.m. on April 30, 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 17th 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.