

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 an apartment in a multi-unit building.
- [4] On February 27, 2025, the parties entered into a written, month-to-month tenancy agreement for the Unit beginning March 1, 2025. A security deposit of \$995.00 was required, but was not paid. Rent of \$995.00 is due on the first day of the month.
- [5] On March 10, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of March 30, 2025 (the "Notice") for failing to pay rent of \$1,990.00. I note that the \$1,990.00 included non-payment of March 2025's rent and the security deposit.
- [6] On March 31, 2025, the Landlord filed an amended *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 determined in **Order LD25-149**.
- [7] On April 9, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for April 22, 2025.
- [8] On April 17, 2025, the Tenant contacted the Rental Office and stated that he would not be participating in the hearing.
- [9] On April 17, 2025, the Rental Office emailed a 29-page PDF (the "Evidence Package") to the parties.
- [10] On April 22, 2025, the Landlord's representative (the "Representative") joined the teleconference hearing for the determination of the Application. The Representative confirmed receipt of the Evidence Package and that all evidence submitted to the Rental Office was included.
- [11] After the hearing, the Representative notified the Rental Office that the Tenant was still living in the Unit.

ISSUE

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

ANALYSIS

- [12] The Landlord's reason in the Notice 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.

- [13] The Representative stated that the Tenant has not paid rent for March 2025 or April 2025 or the security deposit. A copy of the Tenant's rental ledger was submitted as evidence.
- [14] I find that the evidence establishes that the Tenant did not pay the outstanding rent for March 2025 within ten days of the Notice being served, and the rent was still outstanding as of the hearing date.
- [15] I note that although the Notice stated that the outstanding rent was \$1,990.00, the actual outstanding rent for March 2025 was only \$995.00. However, the Tenant has not paid any rent in an attempt to invalidate the Notice. Furthermore, the Tenant did not serve the Landlord with an application disputing the Notice.
- [16] 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] For these reasons, I find that the Notice is valid and the Application is allowed.
- [18] The Tenant and all occupants must vacate the Unit by the timeline below.

Form of Tenancy Agreement

- [19] The parties signed a tenancy agreement that did not comply with the requirements under subsection 11(2) of the Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that its tenancy agreements contain the information required by the Act.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate at **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 23rd day of April, 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.