

**INTRODUCTION**

- [1] The Landlord applied to the Residential Tenancy Office (the "Rental Office") for an order requiring the Tenant and all occupants to vacate the Unit for non-payment of rent and behaviour.

**DISPOSITION**

- [2] I find that the Tenant has already vacated the Unit. The tenancy agreement between the parties is terminated effective May 5, 2025. The Tenant cannot move back into the Unit under the tenancy agreement.

**BACKGROUND**

- [3] The Unit is a bedroom with shared bathroom and kitchen facilities in a three-bedroom, one-bathroom single family dwelling (the "Residential Property") that the Landlord has owned since November 2023.
- [4] The parties entered into an oral, month-to-month tenancy agreement that commenced in August 2024 (the "Tenancy Agreement"). A security deposit was not required. Rent in the amount of \$500.00 was due by the last day of the month.
- [5] On or about March 19, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 8, 2025 (the "Notice") for non-payment of rent and behaviour.
- [6] On April 15, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
- [7] On April 22, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 6, 2025.
- [8] On May 2, 2025 the Rental Office emailed the parties a 12-page evidence package (the "Evidence Package").
- [9] On May 6, 2025 the Landlord and the Landlord's two witnesses joined the teleconference hearing. I telephoned the Tenant and he briefly joined the hearing. The Tenant stated that he had moved out of the Unit on May 5, 2025. The Tenant confirmed that his email address on file with the Rental Office was correct. The Tenant then disconnected from the hearing.
- [10] The Landlord confirmed receipt of the Evidence Package and confirmed that all documents submitted to the Rental Office were included.

**ISSUE**

- A. Must the Tenant vacate the Unit?

**ANALYSIS**

- [11] The Landlord and the Landlord's witnesses provided evidence which establishes that the Landlord had valid bases to end the Tenancy Agreement under clauses 60(1) and 61(1)(d) of the *Residential Tenancy Act* (the "Act"). As a result, I find that the Notice is valid.
- [12] As noted above, the Tenant stated that he moved out of the Unit on May 5, 2025.

- [13] The Landlord stated that on May 5, 2025 the Tenant went to the Charlottetown Courthouse and signed a section 810 peace bond or recognizance prohibiting the Tenant contacting the Landlord. The Tenant plans on attending the Unit with a police escort and removing his personal property.
- [14] Based upon the evidence presented, I find that the Tenant has already vacated the Unit. The Tenancy Agreement between the parties is terminated effective May 5, 2025. The Tenant cannot move back into the Unit under the Tenancy Agreement.
- [15] Subsection 43(1) of the *Act* states:

*A tenant is not entitled to leave the tenant's personal property in the rental unit after the tenancy agreement is terminated.*

- [16] The Landlord must address any of the Tenant's personal property that remains at the Residential Property in accordance with section 43 of the *Act*. If the Landlord requires information about the proper process, then the Landlord can contact an Intake Officer at the Rental Office.

**IT IS THEREFORE ORDERED THAT**

1. The Tenancy Agreement is terminated effective May 5, 2025. The Tenant cannot move back into the Unit under the Tenancy Agreement.

**DATED** at Charlottetown, Prince Edward Island, this 7th day of May, 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 **20 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.