

**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, one-and-a-half-bathroom rental unit forming half of a duplex building.
- [4] The Landlord, the Tenant and an additional tenant entered into a written, fixed-term tenancy agreement for the Unit from January 30, 2014 to January 31, 2015. At the end of the fixed-term the tenancy continued on a month-to-month basis. The additional tenant moved out of the Unit around March of 2023.
- [5] Rent of \$1,089.00 is due on the first day of the month. A security deposit of \$952.00 was paid near the beginning of the tenancy.
- [6] On April 10, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 30, 2025 (the "Notice") for non-payment rent in the amount of \$1,774.50.
- [7] On May 1, 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 and an NSF fee, which is the subject of Order LD25-179.
- [8] On May 13, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 22, 2025.
- [9] On May 21, 2025 the Rental Office emailed the parties a 31-page evidence package.
- [10] On May 22, 2025 the Landlord's representative (the "Representative") and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package.

**ISSUE**

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

**ANALYSIS**

- [11] 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.*

- [12] The Tenant was required to pay the Landlord March rent by March 1, 2025 and April rent by April 1, 2025. The evidence establishes that the rent was not paid on time and \$1,774.50 was owed as of April 10, 2025, the date the Notice was served.

- [13] The rent owing was not paid by April 20, 2025. 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.*

- [14] The Tenant did not fully pay March rent until May 3, 2025 and part of April rent remains outstanding. The Tenant also currently owes the Landlord May rent.
- [15] The Tenant did not file an application with the Rental Office disputing the Notice.
- [16] 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*.
- [17] For these reasons, I find that the Notice is valid and the Application is allowed.
- [18] The Landlord is willing to permit the Tenant to stay in the Unit until the end of June 2025. I find that the Tenant and all occupants must vacate the Unit by the timeline below.
- [19] The Landlord and the Tenant may mutually agree in writing to an earlier vacate date for the end of the tenancy.

#### IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on June 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*.
4. The Landlord and the Tenant may mutually agree in writing to an earlier vacate date for the end of the tenancy.

**DATED** at Charlottetown, Prince Edward Island, this 22nd 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 **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.