

INTRODUCTION

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

DISPOSITION

- [2] I find that the Notice is invalid and the Application is denied.
- [3] The Tenancy agreement continues in full force and effect.

BACKGROUND

- [4] The Unit is an apartment in a multi-unit building.
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement for the Unit from December 1, 2024, to August 31, 2025. Rent of \$1,020.00 is due on the first day of the month. A security deposit of \$1,020.00 was required, but only \$950.00 was paid near the beginning of the tenancy.
- [6] On March 4, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of March 24, 2025 (the "Notice") for non-payment of rent in the amount of \$1,020.00.
- [7] On May 12, 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, and a monetary order for rent owing.
- [8] On May 13, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 27, 2025.
- [9] On May 20, 2025, the Rental Office emailed the parties a 55-page PDF (the "Evidence Package").
- [10] On May 27, 2025, the Landlord's representative (the "Representative") joined the teleconference hearing to determine the Application. I telephoned the Tenant, but there was no answer, and no voicemail was available. The Representative confirmed that all evidence submitted to the Rental Office was included in the Evidence Package. The hearing proceeded in the Tenant's absence.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit, and does the Tenant owe the Landlord rent?

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 Representative stated that the Tenant was required to pay the Landlord February's rent by February 1, 2025. He stated that the rent was not paid on time, and the Notice was served on March 4, 2025. The Tenant only paid \$570.00 towards February's rent on March 9, 2025.

- [13] The Representative stated that he was unsure if the Tenant paid more towards February's rent owing, or if she paid rent for March or April 2025. The Representative stated that the Landlord is having health challenges and the Landlord was unable to confirm with the Representative if any further rent was paid after March 9, 2025.
- [14] The Representative stated that he was not aware whether the Landlord owed the Tenant money for working for the Landlord.
- [15] The Tenant did not participate in the hearing but had provided a written submission dated May 20, 2025. The Tenant stated that she paid some rent in March 2025, but that she deducted what the Landlord owed her for work that she completed for the Landlord. She also stated that the Landlord had not paid her for work she completed in March, April, and May 2025.
- [16] Based on the evidence, I find that the Landlord has not established that the Tenant must vacate the Unit for non-payment of rent for February 2025.
- [17] The Notice was served on March 4, 2025, and the Tenant had ten days (March 14, 2025) to pay the outstanding rent to invalidate the Notice. The Tenant paid \$570.00 on March 9, 2025; however, the Representative was unable to confirm if any additional rent owing had been paid after March 9, 2025.
- [18] As the Representative was unable to confirm if the rest of the rent owed for February 2025 was paid within 10 days, I find that the Representative has not sufficiently established that the Tenant failed to invalidate the Notice. Therefore, I find that the Landlord's request for vacant possession of the Unit and for the Sheriff to put the Landlord in possession is denied.
- [19] Furthermore, I find that the Representative has not sufficiently established that the Tenant owes the Landlord rent. The Representative stated that the Landlord was unable to confirm with the Representative if the Tenant had paid any additional rent after March 9, 2025.
- [20] The Landlord's request for rent owing is denied.

IT IS THEREFORE ORDERED THAT

1. The Notice is invalid, and the Application is denied.
2. The tenancy agreement will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 2nd day of June, 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 **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.