

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenants dispute an eviction notice that the Landlord served for non-payment of rent, repeatedly late rent and behaviour.

DISPOSITION

- [3] I find that the Tenants and all occupants must vacate the Unit under the Notice for non-payment of rent.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment in a four-unit building (the “Residential Property”).
- [5] The Landlord and the Tenants entered into an oral, month-to-month tenancy agreement for the Unit that started near the beginning of December 2024. Rent of \$1,200.00 is due on the day before the first day of the month. A security deposit of \$1,000.00 was paid around December 4, 2024.
- [6] On May 1, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of May 21, 2025 (the “Notice”) for non-payment of rent, repeatedly late rent and behaviour.
- [7] On May 12, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice, which is the subject of this decision.
- [8] The Application also seeks a written tenancy agreement, a finding that the Landlord entered the Unit unlawfully and a finding that the Landlord failed to repair or maintain the Unit, which is the subject of Order LD25-212. The Tenants’ security deposit is also determined in this other decision.
- [9] On May 23, 2025 the Rental Office provided the parties with notice of a teleconference hearing scheduled for June 12, 2025.
- [10] On June 6, 2025 the Rental Office emailed the parties an 11-page evidence package.
- [11] On June 10, 2025 the Rental Office provided the Tenants with a first 5-page additional evidence package containing Landlord evidence.
- [12] On June 11, 2025 the Rental Office provided the Tenants with a second 3-page additional evidence package containing Landlord evidence.
- [13] On June 12, 2025 the Tenants, the Landlord and the Landlord’s three witnesses participated in a teleconference hearing for determination of the Application. The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package and the additional evidence packages.

ISSUE

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

ANALYSIS

- [14] The Landlord’s first reason for terminating the tenancy is under subsection 60(1) of 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.

- [15] The parties agree that rent in the amount of \$1,683.59 was owing as of May 1, 2025 and the Tenants did not make any rent payments in May after the Notice was served.
- [16] At the hearing the Tenants stated that, if they are being evicted, then they will need the rent money to find a new home. The Tenants also felt that the Landlord did not want them to stay in the Unit.
- [17] I find that the rent owing on May 1, 2025, the date the Notice was served, was not paid by May 11, 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.*
- [18] As of the hearing date, the Tenants had only paid part of the rent that was owing as of May 1, 2025. On June 1, 2025 the Tenants paid rent in the amount of \$890.22, leaving a balance of \$793.37 (\$1,683.59 minus \$890.22). The Tenants also owe rent for June 2025.
- [19] 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*.
- [20] For these reasons, I find that the Notice is valid regarding non-payment of rent and the claim in the Application disputing the Notice is denied.
- [21] It is unnecessary for me to determine the Landlord's other reasons in the Notice for ending the Tenancy Agreement.
- [22] The Tenants and all occupants must vacate the Unit by the timeline below.
- [23] I note that there is a more recent version of the *Form 4(A) Eviction Notice* standard form and the Landlord should use the most up to date form in any future matters.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on June 23, 2025**.
2. The Tenants 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 16th day of June, 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.