

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Landlord seeks an order requiring the Tenant and all occupants to vacate the Unit for non-payment of rent, disturbing others and failing to comply with a material term of the tenancy agreement.

DISPOSITION

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

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom basement unit in a single-family dwelling, owned by the Landlord.
- [5] On January 4, 2025 the parties signed a written, fixed-term tenancy agreement for the Unit from January 5, 2025 to April 30, 2025. Rent of \$1,450.00 is due on the first day of the month. A security deposit of \$1,100.00 was paid on January 4, 2025.
- [6] On April 19, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 30, 2025 (“Notice”) for non-payment of April rent, in the amount of \$1,450.00, disturbing others and failure to comply with a material term of the tenancy agreement.
- [7] The particulars of termination on the Notice stated:
- “Your Tenancy agreement which you have signed state that you will empty the apartment at the end of lease agreement if both parties did not signed the new agreement which is suppose to be ending on 30th April 2025 copy of the clause attached with the notice and I am not ok with signing the new agreement due to following reasons. 1. Even after telling you that the lady who created the scene in the apartment on Feb 11th 2025 is not allowed on property and you are again and again getting her on the property. 2. You roam nude in common areas of the house which is not acceptable. 3. Nonpayment of the rent. (Verbal notice was given on 28th March 2025 and email Notice was given on 5th April 2025).”*
- [8] On May 12, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (“Application”) with the Rental Office seeking vacant possession of the Unit and for Sheriff Services to put the Landlord in possession, which is the subject of this decision. The Application was amended on May 22, 2025 and also seeks rent owing, which is the subject of Order LD25-228. The Landlord served the Tenant with a copy of the Application and the amended Application.
- [9] On June 3, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 24, 2025. The Landlord also taped a copy to the Unit’s front door.
- [10] On June 16, 2025 the Rental Office emailed the parties a 71-page PDF and 9-video-recording evidence package.
- [11] On June 24, 2025 the Landlord joined the teleconference hearing for determination of the Application. I telephoned the Tenant but the telephone number was not in service. I emailed the Tenant with the teleconference instructions and the Rental Office’s telephone number. Ten minutes after the scheduled hearing time the hearing proceeded in the Tenant’s absence. The Landlord confirmed all evidence submitted was included in the evidence package.

ISSUE

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

ANALYSIS

- [12] The Landlord's 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.

- [13] The Tenant was responsible for paying April rent to the Landlord by April 1, 2025. The evidence establishes that the rent was not paid on time and \$1,450.00 was owed as of April 19, 2025, the date the Notice was served.

- [14] The rent owing was not paid within ten days. Therefore, the non-payment of rent portion of 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.*

- [15] The Tenant currently owes the Landlord April, May and June 2025 rent.

- [16] The Tenant did not file an application with the Rental Office disputing the Notice.

- [17] 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*.

- [18] For these reasons, I find that the Notice is valid and the Application is allowed.

- [19] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on July 2, 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 24th day of June, 2025.

(sgd.) Cody Burke

Cody Burke
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.