

**INTRODUCTION**

- [1] The tenancy agreement between the Landlord and the Tenant started when the *Rental of Residential Property Act* (the “Former Act”) was in force.
- [2] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) after the *Residential Tenancy Act* (the “Act”) came into force on April 8, 2023.
- [3] The Tenant disputes an eviction notice dated April 8, 2025 that the Landlord served for non-payment of rent.

**DISPOSITION**

- [4] I find that the Tenant and all occupants must vacate the Unit because of the eviction notice dated April 8, 2025 served for non-payment of rent.

**BACKGROUND**

- [5] The Unit is a two-bedroom, one-bathroom apartment in a two-unit building.
- [6] The Landlord and the Tenant entered into a written, month-to-month tenancy agreement for the Unit that started on December 2, 2021. A security deposit of \$600.00 was paid near the beginning of the tenancy. Rent was due on the first day of the month.
- [7] The parties dispute whether the Landlord unlawfully increased the Unit’s rent from \$600.00 to \$850.00.
- [8] On April 8, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate (effective) date of April 18, 2025 (the “Notice”) for non-payment of rent.
- [9] I note that the earliest vacate date for the Notice was April 28, 2025 because of the minimum twenty-day period required by subsection 60(1) of the *Act*. The Notice’s vacate date is automatically corrected to April 28, 2025 under section 54.
- [10] On April 17, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice. The Application’s dispute particulars state:  
  
“Dispute rent unpaid on 1/3/2025 \$850.00.”
- [11] On June 11, 2025 the Rental Office provided the parties with notice of a teleconference hearing scheduled for June 24, 2025.
- [12] On June 20, 2025 the Rental Office emailed the parties a 37-page evidence package.
- [13] On June 24, 2025 the Tenant, the Tenant’s support person (the “Support Person”) and the Landlord’s representative (the “Representative”) participated in a teleconference hearing for determination of the Application. The parties confirmed that all evidence that they had submitted to the Rental Office regarding the Tenant’s Application was included in the evidence package.

**PRELIMINARY MATTER**

- [14] On June 9, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute*, the content of which addresses two later Form 4(A) eviction notices that were served by the Landlord on June 8, 2025.
- [15] At the hearing I found that these two additional eviction notices would not be determined in this decision. The Rental Office will send the parties a separate notice of hearing regarding the Landlord's application, if necessary.
- [16] Solely the April 8, 2025 Notice is determined in this decision.

**ISSUE**

- A. Must the Tenant and all occupants vacate the Unit due to the April 8, 2025 Notice?

**ANALYSIS**

- [17] 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.*

- [18] The Representative's evidence is that the Landlord maintains a rent ledger that is constantly updated as rent becomes due and as rent payments are made by the Tenant. The Landlord submitted into evidence a copy of the Tenant's ledger showing the period from January 1, 2022 to June 9, 2025.
- [19] The Tenant did not submit a rent ledger.
- [20] Based upon the evidence presented, I am satisfied that the Tenant had rent owing in the amount of \$1,080.84 as of April 8, 2025, the date that the Notice was served.
- [21] The Tenant argued that the Unit's lawful rent was \$600.00 and the Landlord charged an unlawful rent of \$850.00 for about 2.5 years. The Tenant referred to clause 3 of the Tenancy Agreement which states a monthly rent of \$600.00.
- [22] The Tenant essentially argued that the Tenant has a rent credit and is not in arrears.
- [23] Upon a review of the entire Tenancy Agreement, I find that there was not an unlawful rent increase from \$600.00 to \$850.00.
- [24] I note that the Tenancy Agreement commenced while the *Former Act* was in force.
- [25] The term "*rent*" was defined in subsection 1(n) of the *Former Act* as follows:
- "rent" means the amount of the consideration, whether or not in money, paid, given or agreed to be paid or given by a lessee to a lessor for occupancy of residential premises and for any service, privilege or thing that the lessor may provide for the lessee, whether or not a separate charge is made therefor;*
- [26] The *Former Act* did not limit "rent" to money.

- [27] Similarly, the definition of rent in the current legislation, the *Act*, is not limited to money. Rent can also include other value or a right given.
- [28] Upon a review of the entire Tenancy Agreement, including Schedule "D", I am satisfied that part of the consideration (value) was the Tenant being an active employee on the terms stated in the Tenancy Agreement. Further, this consideration was valued at \$250.00 in the Tenancy Agreement.
- [29] The total rent was therefore always \$850.00, whether or not part of this rent was considered paid through the Tenant being an active employee. The Landlord's rent ledger indicates that the Tenant was no longer an active employee as of September 2022.
- [30] I find that the Tenant has not established an unlawful rent increase for the Unit. As a result, the Tenant has also not established a rent credit.
- [31] I find that the rent owing on April 8, 2025, the date the Notice was served, was not paid by April 18, 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;*

- [32] The evidence of the parties was that the Tenant paid \$1,930.84 to the Landlord on May 2, 2025.
- [33] With regard to the reason for this late payment, I turn to the email from the Support Person to the Rental Office dated May 6, 2025, which states in part as follows:

*"...I spoke with [the Tenant] this afternoon when he called me with an update.*

*[The Tenant] had attended an appointment with his Social Assistance Case Worker yesterday as payments were not paid to [the Tenant] after being paused in lieu of a review.*

*[The Tenant] told his Case Worker about his housing situation and eviction notice. Subsequently, payments were issued to cover the arrears and also May's rent.*

*[The Tenant] connected with the landlord and made these payments available to him.*

*[The Tenant] reports that the landlord accepted the payments and did not refuse them or return them.*

*However, the landlord was reported to still be in the mindset that there would be a hearing.*

*[The Tenant's] hope at this time is for the issue to be resolved having made the payments to the landlord as required..."*

- [34] While I sympathize with the Tenant regarding the reason for the delayed May 2, 2025 payment, the *Act* provides that the Tenant could only invalidate the Notice by paying the rent due within ten days of being served with the Notice.
- [35] 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*. This section requires that there be agreement in writing, which is absent in this case.
- [36] The Tenant stated that the Landlord was unwilling to sign confirmation of residency documents around May 2, 2025 and afterwards, which have prevented the Tenant from paying rent for June of 2025. This appears to be consistent with the Landlord seeking to end the Tenancy Agreement and inconsistent with the Landlord being willing to reinstate the agreement.

[37] For these reasons, I find that the Notice is valid and the Application is denied.

[38] 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 25th day of June, 2025.

(sgd.) Andrew Cudmore

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**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.