

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“*Act*”).
- [2] One of the Tenants (“Tenant”) filed an application disputing an eviction notice served by the Landlord’s representative (“Representative”) for non-payment of rent. The other tenant (“T2”) did not file an application disputing the eviction notice.
- [3] The Representative filed an application seeking an order requiring the Tenants and all occupants to vacate the Unit for non-payment of rent.

DISPOSITION

- [4] I find that the Landlord and the Tenant have settled the dispute and the tenancy is terminated by the time and date below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom apartment in a six-unit building (“Residential Property”).
- [6] On June 1, 2024 the parties entered into an oral, monthly tenancy agreement for the Unit. Rent is \$1,068.00 due on the first day of the month. The parties disputed whether or not a \$550.00 security deposit was paid.
- [7] On May 16, 2025 the Representative served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of May 16, 2025 for non-payment of rent (“Notice”). I note that the earliest vacate date for the Notice was June 5, 2025 because the minimum twenty-day period required by subsection 60(1) of the *Act*. The Notice’s vacate date is automatically corrected to June 5, 2025 under section 54.
- [8] On May 23, 2025 the Tenant filed on her own behalf a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office disputing the Notice, which is determined in this decision.
- [9] The Tenant Application also seeks a written tenancy agreement, and a determination that the Landlord contravened the *Act* by failing to repair or maintain the Unit, which is settled in this decision.
- [10] On June 10, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office seeking vacant possession of the Unit and for Sheriff Services to put the Landlord in possession, which is determined in this decision.
- [11] The Landlord Application also seeks rent owing from the Tenants, which is determined in Order LD25-236.
- [12] On June 11, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 26, 2025.
- [13] On June 23, 2025 the Rental Office emailed the parties a 32-page PDF evidence package.
- [14] On June 24, 2025 the Rental Office emailed the parties a 12-page PDF additional evidence package.
- [15] On June 25, 2025 the Rental Office emailed the parties three PDF documents (a 17-page, a 12-page and a 5-page second additional evidence package).

- [16] On June 26, 2025 the Tenants submitted two PDF documents (1-page each) written submissions by the Tenants. The two PDFs were forwarded to the Landlord.
- [17] On June 26, 2025 the Tenant and the Representative joined the teleconference hearing for determination of the Tenant Application and the Landlord Application. The parties confirmed receipt of the evidence package, the two additional evidence packages and the written submissions from the Tenants and confirmed that all evidence submitted was included.

PRELIMINARY MATTER

- [18] The Tenant Application was filed solely by the Tenant.
- [19] T2 did not file their own application and was not represented at the hearing by the Tenant.
- [20] I note that T2 did submit a written submission acknowledging he was aware of the proceeding.
- [21] The settlement between the Representative and the Tenant is permitted despite T2's absence from the hearing.

ISSUE

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

SETTLEMENT

- [22] At the hearing, the evidence establishes that as of May 16, 2025 the Tenants owed rent to the Landlord.
- [23] At the hearing, the parties settled the Tenant Application and part of the Landlord Application on the following terms:
- The Notice is valid.
 - The tenancy will end effective 5:00 p.m. on August 1, 2025. The Tenants and all occupants will vacate the Unit by this time and date.
 - The Tenant can directly pay the Representative July's rent.
 - The Landlord is reminded that it must provide tenants with a written copy of the tenancy agreement under section 11(1) of the *Act*.
 - The Landlord is reminded that it must repair and maintain the Unit as required under the *Act*.
- [24] The settlement is ordered below.
- [25] 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 further matters.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement is terminated effective **5:00 p.m. on August 1, 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 27th day of June, 2025.

(sgd.) Cody Burke

Cody Burke
Residential Tenancy Officer

NOTICE

Right to Appeal

The parties may seek to appeal this Order 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.