

**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 Landlords seek an order requiring the Tenant to vacate the Unit for non-payment of rent.

**DISPOSITION**

- [3] I find that the Tenant and all occupants must vacate the Unit by the timeline below.

**BACKGROUND**

- [4] The Unit is a single-family house that the Landlords own.
- [5] In 2012, the parties entered into an oral month-to-month tenancy agreement for the Unit. Rent of \$450.00 is due on the first day of each month, and a security deposit was not required.
- [6] On June 10, 2025, the Landlords' Representatives (the "Representatives") served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of June 30, 2025 (the "First Notice") for non-payment of rent totalling \$4,500.00.
- [7] On June 10, 2025, the Representatives served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of July 31, 2025 (the "Second Notice") for putting the Landlords' property at significant risk and for causing damage to the Unit.
- [8] On June 12, 2025, the Representatives served the Tenant and filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking earlier termination of the tenancy agreement.
- [9] On June 13, 2025, the Rental Office emailed the Representatives notice of a teleconference hearing scheduled for June 26, 2025.
- [10] On June 16, 2025, the Representatives posted a copy of the notice of teleconference hearing on the Unit's door.
- [11] On June 23, 2025, the Rental Office emailed the Representatives a 41-page PDF (the "Evidence Package") and they posted a copy of the Evidence Package on the Unit's door.
- [12] On June 26, 2025, the Representatives joined the teleconference hearing for the determination of the Application. The Representatives confirmed receipt of the Evidence Package and that all documents submitted to the Rental Office were included.
- [13] I telephoned the Tenant, but the telephone number was out of service. The Rental Office did not have an email address for the Tenant. I was satisfied that the Tenant had been served with all documents. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time.

**ISSUE**

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

**ANALYSIS**

[14] The Representatives stated that the Tenant has not paid rent since August 2024. The Tenant owes rent from September 2024 to June 2025, totalling \$4,500.00 (10 months x \$450.00). The Representatives stated that they do not believe that the Tenant is living in the Unit, and they have not been able to contact the Tenant since August 2024.

[15] They have been in contact with the Tenant's nephew, but he is not sure where the Tenant is currently staying. There is no power or running water at the Unit, but the Tenant still has personal property in the Unit. The Representatives had to call animal protection officers in May 2025 because they found a dog and a cat alone in the Unit.

[16] The Representatives' reason for terminating the tenancy in the First Notice 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.*

[17] The rent owing was not paid within ten days of service of the First Notice. Therefore, the First 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] The Tenant did not file an application with the Rental Office disputing the First Notice under clause 60(4)(b) of the Act.

[19] The evidence does not establish that the First Notice was waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act.

[20] I find that the First Notice is valid and the Application is allowed.

[21] The Representatives requested an earlier termination of the tenancy agreement; however, I note that the termination date noted below is after the vacate date (June 30, 2025) stated in the First Notice. Therefore, I do not need to make a determination regarding the earlier termination of the tenancy agreement.

[22] As the Representatives have established valid grounds for termination of the tenancy agreement, I do not need to make a determination regarding the grounds for eviction stated in the Second Notice.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy agreement shall terminate effective July 4, 2025, at 5:00 p.m.
2. The Tenant and all occupants shall vacate the Unit by this date and time.
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.) 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 **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.