

**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 due to non-payment of rent.

**DISPOSITION**

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

**BACKGROUND**

- [4] The Unit is the downstairs portion of a house (the "Residential Property") that the Landlords own. The upstairs portion of the house is also a rental unit.
- [5] In August 2020, the Tenant and a previous landlord entered into a written month-to-month tenancy agreement for the Unit. Rent of \$750.00 is due on the first day of each month, and a security deposit of \$750.00 was paid to the previous landlord.
- [6] On March 28, 2025, the Landlords purchased the Residential Property; however, the security deposit was not transferred to the Landlords.
- [7] On March 31, 2025, the Landlords served the Tenant personally with a *Form 4(B) Eviction Notice* with an effective date of July 31, 2025 (the "First Notice") for the possession of the Unit for the Landlords' own use.
- [8] On May 2, 2025, the Landlords served the Tenant personally with a *Form 4(A) Eviction Notice*, effective May 22, 2025 (the "Second Notice"), for non-payment of May's rent of \$750.00.
- [9] On June 6, 2025, the Landlords filed with the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlords in possession, which is determined in this decision. The Application also seeks rent owing, which is determined in **Order LD25-249**.
- [10] On June 10, 2025, the Rental Office emailed the Landlords and mailed to the Tenant notice of a teleconference hearing scheduled for June 26, 2025. The Rental Office also spoke to the Tenant by telephone on June 10, 2025, and advised her of the hearing notice details.
- [11] On June 24, 2025, the Rental Office emailed the Landlords a 27-page PDF and two audio files (the "Evidence Package") to serve the Tenant. The Landlords served a copy of the Evidence Package to the Tenant and played the audio files for the Tenant.
- [12] On June 26, 2025, the Landlords were notified that the hearing was being rescheduled. I telephoned the Tenant, but there was no answer. I left a voicemail requesting that the Tenant contact the Rental Office.
- [13] On June 27, 2025, the Rental Office emailed the Landlords notice of a rescheduled teleconference hearing for July 8, 2025. The Landlords posted a copy of the rescheduled notice of teleconference hearing on the Unit's door.
- [14] On July 8, 2025, the Landlords participated in a teleconference hearing. I telephoned the Tenant and left a voicemail with the hearing details. 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. The Landlords confirmed receipt of the Evidence Package and that all evidence submitted to the Rental Office was included. The Tenant submitted no documents or evidence.

**ISSUE**

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

**ANALYSIS**

[15] The Landlords stated that they served the First Notice on March 31, 2025, for possession of the Unit for the Landlords' own use. The Landlords told the Tenant that they were unable to receive rent payment by debit, which is what the previous landlord had done. The Tenant paid rent for April 2025 in cash to the Landlords.

[16] When rent for May 2025 was due, the Tenant told the Landlords that she did not want to move out of the Unit and refused to pay rent for May. The Landlords submitted two audio messages from the Tenant as evidence. The Landlords stated that the Tenant did not pay rent for May 2025, and the Second Notice was served on May 2, 2025. No rent has been paid for May, June, or July 2025.

[17] The Landlords' reason in the Second Notice 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] I find that the evidence establishes that the Tenant did not pay the outstanding rent for May 2025 within ten days of the Second Notice being served, and the rent was still outstanding as of the hearing date. Furthermore, the Tenant did not file an application disputing the Second Notice.

[19] Therefore, the Second Notice was not invalidated under subsection 60(4) 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; or*  
*(b) dispute the notice of termination by making an application to the Director under section 75.*

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

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

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

**IT IS THEREFORE ORDERED THAT**

1. The tenancy agreement shall terminate effective July 21, 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 11th day of July, 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.