

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 Landlord seeks an order requiring the Tenant to vacate the Unit due to non-payment of rent and behaviour.

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 a motel room in a multi-unit building (the "Residential Property").
- [5] On October 1, 2024, the parties entered into a written fixed-term tenancy agreement for the Unit, effective from October 1, 2024, to October 1, 2025. Rent of \$1,150.00 is due on the first day of each month, and a security deposit of \$1,150.00 was paid at the beginning of the tenancy.
- [6] On May 9, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 29, 2025 (the "Notice") for non-payment of rent for May 2025 and for engaging in illegal activity on the property.
- [7] The particulars of termination on the Notice stated:
- "1. The tenant didn't pay rent for May 2025. 2. The tenant illegally kept a gun in [the Unit]. 3. The tenant stole the landlord's parcel. 4. The tenant was arrested regularly for beating his wife and other illegal activities."*
- [8] On June 12, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
- [9] On June 23, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 10, 2025.
- [10] On July 4, 2025, the Rental Office shared a 14-page PDF and two videos (the "Evidence Package") with the parties via TitanFile, along with an updated Notice of Hearing. The Rental Office also spoke to the Tenant by telephone on this date, advising him that the Evidence Package had been shared with the parties and confirmed the teleconference details.
- [11] On July 10, 2025, the Landlord's representative (the "Representative") called into the teleconference hearing. I telephoned the Tenant, but there was no answer; however, I was unable to leave a voicemail. I also emailed the Tenant 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 Representative 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

[12] The Representative stated that the Tenant did not pay rent for May 2025, and the Notice was issued for non-payment of rent and engaging in illegal activity on the property. He stated that the Tenant has not paid rent for May, June or July 2025 as of the hearing date.

[13] The Landlord stated that the Tenant has been arrested several times for assaulting his spouse. The Tenant kept a firearm in the Unit without authorization. The Tenant took a package from the Residential Property, which had been delivered for the Landlord.

[14] The Landlord's first reason in the 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.

[15] I find that the evidence establishes that the Tenant did not pay the outstanding rent for May 2025 within ten days of the Notice being served. Furthermore, the Tenant did not file an application disputing the Notice.

[16] Therefore, the 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.

[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.

[20] As the Representative has established a valid ground for terminating the tenancy agreement for non-payment of rent, I will not determine the other grounds for eviction stated in the Notice.

[21] The evidence establishes that the Tenant owes the Landlord rent totalling \$3,079.03 for May, June, and from July 1 to July 21, 2025, which is determined in Order LD25-252.

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 14th 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.