

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Tenant filed an application disputing an eviction notice served by the Landlord for non-payment of rent.

DISPOSITION

- [3] The tenancy is terminated effective 5:00 p.m. on July 22, 2025. The Tenant and all occupants must vacate the Unit by this time and date.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom rental unit in a two-unit building.
- [5] On December 1, 2024 the parties entered into an oral, monthly tenancy agreement. A \$1,350.00 security deposit was required. The John Howard's Society paid \$470.00 and the Tenant paid the remaining balance. Rent in the amount of \$1,350.00 was due on the first day of the month.
- [6] On February 20, 2025 the parties signed a written, monthly tenancy agreement. The parties agreed to amend the day rent was due. Rent in the amount of \$1,350.00 was now due on the fourteenth day of the month. All other terms and conditions remained the same.
- [7] On June 15, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective July 4, 2025 for non-payment of rent, in the amount of \$1,350.00 ("Notice").
- [8] On June 23, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* ("Application") with the Rental Office disputing the Notice.
- [9] On June 27, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for July 10, 2025.
- [10] On July 4, 2025 the Rental Office emailed the parties a 42-page PDF evidence package.
- [11] On July 10, 2025 the Rental Office postponed the teleconference hearing due to a scheduling interruption. The hearing was rescheduled for July 11, 2025 and the parties were notified.
- [12] On July 11, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence was included.

ISSUE

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

ANALYSIS

- [13] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy.
- [14] In Order LR24-64, the Island Regulatory and Appeals Commission ("Commission") made the following comment regarding a landlord ending a tenancy (paragraph 21):
- "The termination of a tenancy is a serious matter and accordingly a Landlord seeking to evict a tenant must put forward compelling evidence..."*
- [15] In this case, 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.*
- [16] The Tenant was responsible for paying June's rent to the Landlord by June 14, 2025. The evidence establishes that the rent was not paid on time and \$1,350.00 was owing as of June 15, 2025, the date that the Notice was served to the Tenant.
- [17] The rent owing was not paid within ten days of service. Therefore, the Notice was not invalidated under clause 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.*
- [18] The Tenant filed the Application disputing the Notice. The Tenant stated that she is currently dealing with a fraud dispute with her bank. The Tenant stated that she had to open a new bank account and will not have any funds until July 18, 2025.
- [19] The Tenant stated that she is seeking more time as she is currently looking at a new rental unit.
- [20] I find that the Tenant has not paid June's rent and did not have a right under the *Act* to withhold rent when it was due (see subsection 19(1)). Despite the Tenant's circumstances, it was still the Tenant's responsibility to pay rent on time.
- [21] The Notice is valid and the Application is denied. The tenancy ends and the Tenant and all occupants must vacate the Unit by the timeline below.
- [22] I note that the Tenant owes rent for June 2025 and as of July 14, 2025 will owe pro-rated rent for July.
- [23] The parties may agree in writing that the Landlord may keep the Tenant's security deposit, including interest (the interest calculator is found on the Rental Office's website) to offset the Tenant's rental arrears. The Tenant would then owe the Landlord July 14 to July 22, 2025 pro-rated rent.
- [24] If the parties cannot agree then the Landlord must file an application with the Rental Office within 15 days' from the end of the tenancy seeking to keep the Tenant's security deposit and rent owing.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on July 22, 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 15th day of July, 2025.

(sgd.) Cody Burke

Cody Burke
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.