

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord seeks an order requiring the Tenant and all occupants to vacate the Unit for non-payment of rent.

DISPOSITION

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

BACKGROUND

- [4] The Unit is a studio apartment in a fourplex ("Residential Property").
- [5] On May 18, 2025 the parties entered into a written, fixed-term tenancy agreement, which ends May 31, 2026. A security deposit of \$525.00 was paid. Rent of \$1,050.00 is due on the first day of the month.
- [6] On June 5, 2025 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of June 30, 2025 ("First Notice") for an unreasonable number of occupants, disturbing others and engaging in illegal activity.
- [7] On June 16, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the First Notice ("Tenant Application").
- [8] On June 19, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 15, 2025.
- [9] On July 2, 2025 the Landlords served the Tenant a second *Form 4(A) Eviction Notice* with an effective date of July 22, 2025 ("Second Notice") for non-payment of rent.
- [10] On July 9, 2025 the Rental Office emailed the parties a 23-page PDF evidence package and a 4-page PDF supplementary evidence package.
- [11] On July 14, 2025 the Landlords 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. The Landlord Application also seeks rent owing, which is determined in Order LD25-256.
- [12] On July 14, 2025 the Rental Office emailed the parties an 8-page PDF additional evidence package.
- [13] On July 15, 2025 the Landlords and the Landlords' witness ("LW") joined the teleconference hearing. The Tenant did not join the teleconference hearing. I emailed the Tenant the teleconference details and the Rental Office phone number. I telephoned the Tenant and was unable to leave a voicemail message. The hearing proceeded in the Tenant's absence ten minutes after the scheduled hearing.
- [14] The hearing proceeded only with the Landlord Application. The Tenant Application was adjourned.

ISSUE

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

ANALYSIS

- [15] The Landlords' 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 July rent to the Landlords by July 1, 2025. The evidence establishes that the rent was not paid on time and \$1,050.00 was owing as of July 2, 2025, the date the Second Notice was served to the Tenant.

- [17] The rent owing was not paid within ten days of service. Therefore, the Second 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 pay any rent after the Second Notice was served.

- [19] The Tenant also did not file an application with the Rental Office disputing the Second Notice.

- [20] The Landlords stated that the Tenant knew about the Second Notice and gave excuses to why she was not paying the rent. The Landlords stated that the Tenant stated that "*she had the rent money but IRAC told her not to pay the rent until the [First Notice] dispute is determined.*" The Landlords stated that the Tenant also stated that "IRAC had her rent money."

- [21] LW stated that she lives at the Residential Property and that the Tenant told her that "*they (the Landlords) are not getting their rent, because she has to find a new place to live.*"

- [22] I find that the evidence establishes that the Second Notice is valid and the Landlord Application is allowed. The Tenant and all occupants must vacate the Unit by the timeline below.

- [23] As I have adjourned the Tenant Application disputing the First Notice, I will make no determination on either the Tenant Application or the First Notice.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on July 23, 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 16th 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.