

**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 served an eviction notice to the Tenant seeking to end the tenancy based upon non-payment of rent and repeatedly late rent payments.

**DISPOSITION**

- [3] I find that the non-payment basis for ending the tenancy has resolved.
- [4] I find that the eviction notice is valid regarding repeatedly late rent payments. The Tenant and all occupants must vacate the Unit.

**BACKGROUND**

- [5] The Unit is a two-bedroom, two-bathroom apartment located in a 36-unit building (the "Residential Property") that was built in August of 2020.
- [6] The parties entered into a written, fixed-term rental agreement for the period of February 28, 2022 to March 31, 2023. A security deposit of \$1,550.00 was paid. At the end of the fixed-term the tenancy continued on a month-to-month basis (the "Tenancy Agreement").
- [7] The Landlord and the Tenant have been parties to three previous Rental Office decisions and one Island Regulatory and Appeals Commission (the "Commission") decision.
- [8] On June 3, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective July 2, 2025 for non-payment of rent in the amount of \$1,633.20 and repeatedly late rent payments (the "Notice").
- [9] I note that the earliest effective date regarding repeatedly late rent payments is July 31, 2025 under subsection 61(3) of the *Act*. This effective date is automatically corrected under section 54.
- [10] On June 4, 2025 the Tenant paid June's rent. This invalidated the non-payment of rent ground in the Notice for ending the Tenancy Agreement.
- [11] On June 10, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice.
- [12] On June 13, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 10, 2025 along with a copy of the Application.
- [13] On June 26, 2025 the Rental Office sent the parties a 48-page PDF document (the "Evidence Package").
- [14] On July 10, 2025 the Tenant and the Landlord's representative (the "Representative") participated in a teleconference hearing. The parties confirmed receipt of the Evidence Package and the parties confirmed that all evidence submitted was included.
- [15] After the hearing the Tenant provided additional evidence, including e-Transfer emails for rent payments.

**ISSUE**

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

**ANALYSIS****Legal Test**

[16] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notice.

[17] In Order LR24-64 the 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...”*

[18] The Landlord seeks to end the Tenancy Agreement under clause 61(1)(b) of the Act, which states:

*A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*

*(b) the tenant is repeatedly late in paying rent;*

[19] In this decision I must make a determination whether or not the Tenant has been repeatedly late paying rent.

[20] For the reasons below, I find that the Landlord has established a valid basis for ending the Tenancy Agreement.

**Rent Amount**

[21] At the teleconference hearing both the Landlord and the Tenant were unsure regarding the exact amount of the monthly rent.

[22] I asked the parties to submit the rent increase notices for the Unit since the tenancy started.

[23] I received a rent notice from the Tenant. It is a *Form 10 Notice of Increase in Rent of Residential Premises* dated December 1, 2022 for a 1.00% increase effective March 1, 2023. In this document the rent is increased from \$1,550.00 to \$1,565.50 plus there is a \$50.00 charge regarding a parking spot.

[24] Based upon the earlier decisions between the parties, it does not appear that this increase was implemented.

[25] The most recent decision, Order LD24-369, was issued on November 1, 2024. The monthly rent is stated to be \$1,595.50. This is also consistent with the parties' documentary evidence regarding the payment of December 2024 rent.

[26] If the \$1,595.50 rent was increased in 2025 by the 2.3% guideline, then the monthly rent would be \$1,632.20, which is very close to the amount stated in the Notice.

[27] Although the exact amount of the monthly rent is not certain, it appears that the monthly rent is about \$1,632.20 based upon the evidence provided by the parties.

**Rent Payment Dates**

[28] The Tenant's rent is due on the first day of the month.

- [29] Order LD23-267, issued on June 14, 2023, summarizes the parties' evidence regarding the reasons why previous arrangements for direct deposit rent payments were cancelled.
- [30] The Tenant currently pays rent by e-Transfers that are automatically deposited into the Landlord's bank account.
- [31] The parties provided two different sets of evidence based upon different document types. The Landlord provided bank statements and the Tenant provided e-Transfer emails.
- [32] The Landlord's bank statements provide the following rent history:

Date	Amount
December 2, 2024	\$1,595.50
January 2, 2025	\$1,644.40
February 3, 2025	\$1,644.40
March 3, 2025	\$1,644.40
April 7, 2025	\$1,644.40
May 2, 2025	\$1,640.00
June 4, 2025	\$1,650.00

- [33] The Tenant's e-Transfer emails provide the following rent history:

Date	Amount
November 1, 2024	\$1,595.50
November 30, 2024	\$1,595.50
January 1, 2025	\$1,644.40
March 2, 2025	\$1,644.40
April 6, 2025	\$1,644.40
May 2, 2025	\$1,640.00
June 4, 2025	\$1,650.00
June 28, 2025	\$1,644.40

- [34] The Tenant's e-Transfer emails provide a more accurate rent payment history because the Landlord's bank statements do not appear to record if a payment is made on a weekend or a holiday. Instead, the payment is recorded in the statement the next business day that the bank is open.
- [35] However, even the Tenant's e-Transfer records also show that the Tenant has been repeatedly late paying rent.
- [36] The financial records of both parties establish that the Tenant's rent was late for March, April, May and June of 2025. Therefore, the Tenant's rent has been late four of the last five months.
- [37] The Landlord served the Tenant an earlier eviction notice around April 3, 2025 for non-payment of rent. The Landlord was clear to the Tenant that the late rent payments were unacceptable.
- [38] I find that the Tenant being late paying rent four of the last five months is repeatedly late within the meaning of clause 61(1)(b) of the *Act*. As a result, the Landlord has a valid basis for ending the Tenancy Agreement.
- [39] I find that the Notice is valid and the Application is denied.
- [40] The Tenant and all occupants must vacate the Unit by the timeline below.

**Standard Form Eviction Notice**

- [41] The Landlord used an earlier version of the *Form 4(A) Eviction Notice*.
- [42] The Landlord must ensure that it is using the most up to date form available on the Rental Office's website.
- [43] I note that repeatedly late rent payments is a very specific basis for seeking to end a tenancy agreement.
- [44] For other bases of termination, such as ending a tenancy agreement for behaviour or an illegal activity, there are a broad range of circumstances that a landlord could be seeking to end a tenancy agreement. As a result, for these other bases of termination it is very important to have detailed particulars of termination regarding the specific reasons for ending the tenancy.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective **5:00 p.m. on July 31, 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 18th day of July, 2025.

(sgd.) Andrew Cudmore

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**Andrew Cudmore**  
**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.