

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenants dispute an eviction notice that the Landlord served for non-payment of rent and the security deposit. The Landlord seeks an order for enforcement of the eviction notice.

DISPOSITION

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

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom rental unit that the Landlord has owned for 13 or 14 years. The Landlord’s spouse also owns the Unit.
- [5] The Landlord and the Tenants entered into a written, month-to-month tenancy agreement (the “Tenancy Agreement”) that started on May 26, 2025. Rent of \$1,350.00 was due each month. A security deposit of \$500.00 was required but not paid.
- [6] On July 1, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of July 20, 2025 (the “Notice”) for non-payment of rent and the security deposit.
- [7] I note that the correct vacate date for non-payment of rent was July 21, 2025 under subsection 60(1) of the *Act*. This date is automatically corrected under section 54.
- [8] On July 3, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice and making other claims.
- [9] On July 24, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for August 7, 2025.
- [10] On July 24, 2025 the Tenants amended their application.
- [11] On July 28, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office (the “Landlord Application”) requesting the Tenants to vacate 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 LD25-291.
- [12] On July 29, 2025 the Rental Office sent the parties an updated notice of a teleconference hearing.
- [13] On July 31, 2025 the Tenants amended their application again (the “Tenant Application”). The Tenants’ claim disputing the Notice is determined in this decision. The Tenants’ other claims are determined in Order LD25-291.
- [14] On July 31, 2025 the Rental Office sent the parties a second updated notice of a teleconference hearing and a 46-page evidence package.
- [15] On August 7, 2025 one of the Tenants, the Landlord and the Landlord’s representative participated in a teleconference hearing for determination of the Tenant Application and the Landlord Application. The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

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

ANALYSIS

- [16] The Landlord's first 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.

- [17] The Tenancy Agreement states that the Tenants were required to pay rent on the 26th day of the month, being the first day of the month because the tenancy started on May 26, 2025. At the hearing the parties stated that the rent was in fact due by the last day of calendar month (e.g. May 31, 2025 instead of May 26, 2025).

- [18] The evidence establishes that rent in the amount of \$1,350.00 was owing as of July 1, 2025, the date the Notice was served.

- [19] The rent owing on July 1, 2025 was not paid by July 11, 2025. Therefore, the 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.

- [20] As of the hearing date, the Tenants had not paid any further rent after the Notice was served.

- [21] 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*.

- [22] The Tenants made a number of complaints against the Landlord and other persons assisting the Landlord, which are determined in Order LD25-291. However, the *Act* did not permit the Tenants to withhold rent.

- [23] Subsection 19(1) states:

A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

- [24] A tenant has an express right under the *Act* to deduct a portion of the rent when a security deposit has been overpaid (subsection 14(4)). However, in this case none of the security deposit has been paid.

- [25] There is no express right in the *Act* that permitted the Tenants to deduct or withhold rent based upon the complaints contained in the Tenant Application.

- [26] The Tenants contested the Notice by arguing that it was not signed and served by the Landlord. However, a landlord is permitted to have another person sign and serve eviction notices on behalf of the landlord. This is specifically permitted under the definition of "landlord" in subsection 1(h) of the *Act*.

- [27] The Tenants argued that there were oral agreements authorizing the late payment of rent (past the last day of the calendar month). I find that there is insufficient evidence to support this argument. Further, as noted above, the Tenants could have paid the rent due by July 11, 2025 and invalidated the non-payment of rent basis of termination. Instead, the Tenants paid no rent after the Notice was served.
- [28] For these reasons, I find that the Notice is valid regarding non-payment of rent.
- [29] As a result, I will not determine the Landlord's second basis for ending the Tenancy Agreement regarding non-payment of the security deposit.
- [30] The Tenants and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on August 18, 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 11th day of August, 2025.

(sgd.) Andrew Cudmore

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.