

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 Landlords seek an order requiring the Tenant and all occupants to vacate the Unit for non-payment of rent, non-payment of the security deposit, repeatedly late rent payments and behaviour.

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 one-bedroom, one-bathroom studio apartment in a three-unit building that the Landlords have owned since February of 2024.
- [5] The parties entered into a written, fixed-term tenancy agreement from April 3, 2025 to March 31, 2026 (the "Tenancy Agreement"). Rent in the amount of \$1,100.00 is due on the first day of the month. A security deposit of \$1,100.00 was required but not paid.
- [6] On July 1, 2025 the Landlords had the Tenant served with a *Form 4(A) Eviction Notice* with a vacate date of July 20, 2025 (the "Notice") for non-payment of rent and other reasons. I note that the earliest vacate date was July 21, 2025 to comply with the minimum notice period under subsection 60(1) of the *Act*. This date is automatically corrected under section 54.
- [7] On July 23, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlords in possession, which is determined in this decision. The particulars of the Application also address rent owing, which is determined in Order LD25-296. The Application is amended under clause 80(3)(f) to select line (a) on page 1 for a rent owing order.
- [8] On August 4, 2025 the Rental Office mailed the parties notice of a teleconference hearing scheduled for August 12, 2025. The Rental Office emailed the Landlords a copy of this notice and the Landlords had a copy posted to the Unit's door.
- [9] On August 7, 2025 the Rental Office emailed the Landlords a 31-page evidence package, which the Landlords had posted to the Unit's door.
- [10] On August 12, 2025 the Landlords joined the teleconference hearing for determination of the Application. I telephoned the Tenant but I was unable to speak with the Tenant. I tried emailing the Tenant an additional copy of the notice of hearing. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time.

ISSUE

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

ANALYSIS

- [11] The Landlords' 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.

- [12] The Tenant was responsible for paying May rent to the Landlords in full by May 1, 2025 and June rent by June 1, 2025. The evidence establishes that only part of the rent due was paid on time and the Tenant had rental arrears on July 1, 2025, the date that the Notice was served.
- [13] The rent owing was not paid within ten days of service. 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.*
- [14] The Tenant did not pay any rent for July and August of 2025.
- [15] The Tenant did not file an application with the Rental Office disputing the Notice.
- [16] 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*.
- [17] For these reasons, I find that the Notice is valid and the Application is allowed. It is unnecessary for me to determine the other reasons for eviction in the Notice.
- [18] The Tenant and all occupants must vacate the Unit by the timeline below. I note that this vacate date is based upon the minimum period before Sheriff Services would be authorized to enforce this Order (section 89 of the *Act*).

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on August 19, 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 12th 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.