

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 seeks an order requiring the Tenant to vacate the Unit due to non-payment of rent.

DISPOSITION

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

BACKGROUND

- [4] The Unit is an apartment in a multi-unit building (the "Residential Property").
- [5] The Tenant and a previous landlord entered into a written fixed-term tenancy agreement for the Unit, from December 10, 2020, to December 31, 2021. The tenancy agreement then continued on a month-to-month basis. A security deposit of \$825.00 was paid at the beginning of the tenancy.
- [6] In September 2023, the Landlord purchased the Residential Property, and the tenancy continued. Rent of \$886.77 is due on the first day of each month. The security deposit was transferred to the Landlord.
- [7] On June 10, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of July 1, 2025 (the "Notice") for non-payment of rent of \$4,168.85.
- [8] On July 2, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in this Order. The Application also seeks rent owing, which is determined in Order LD25-298.
- [9] On July 24, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for August 7, 2025.
- [10] On July 31, 2025, the Rental Office emailed a 68-page PDF evidence package to the parties.
- [11] On August 7, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for August 11, 2025.
- [12] On August 11, 2025, the Landlord's representative (the "Representative") called into the teleconference hearing. I telephoned the Tenant, but there was no answer, and I left a voicemail for the Tenant.
- [13] The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time. The Representative confirmed receipt of the evidence package and stated that all evidence the Landlord submitted to the Rental Office was included.
- [14] The Landlord submitted additional evidence after the hearing, which was forwarded to the Tenant.

ISSUE

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

ANALYSIS

[15] The Representative stated that the Notice was served on June 10, 2025, for unpaid rent from February to June 2025, totalling \$4,168.85. The Tenant has also failed to pay rent for July and August 2025, and the Landlord has incurred several NSF charges.

[16] The Representative stated that the Tenant currently owes \$5,987.39 in rental arrears up to August 2025, which includes the rent owing and one outstanding NSF charge of \$45.00. Since February 2025, the Tenant has only paid \$400.00. A copy of the Tenant's rental ledger was submitted as evidence.

[17] The Landlord's reason in the Notice 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.

[18] I find that the evidence establishes that the Tenant did not pay the outstanding rent within ten days of the Notice being served.

[19] Therefore, the Notice was not invalidated under subsection 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; or
(b) dispute the notice of termination by making an application to the Director under section 75.

[20] Furthermore, the Tenant did not file an application disputing the Notice, and the rent is still outstanding as of the hearing date.

[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] For these reasons, I find that the Notice is valid and the Application is allowed.

[23] The Tenant and all occupants must vacate the Unit by the timeline below.

[24] The evidence establishes that the Tenant owes the Landlord rent from February to July 2025, and one \$45.00 NSF charge (\$5,100.62) and from August 1 to 20, 2025 (\$572.11), totalling \$5,672.73, as determined in Order LD25-298.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will terminate effective August 20, 2025, at 5:00 p.m.
2. The Tenant and all occupants must vacate the Unit by this date and time.
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 13th day of August, 2025

(sgd.) Mitch King

Mitch King
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.