

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 Landlord seeks an order requiring the Tenant and all occupants, including the Subtenants, to vacate the Unit due to non-payment of rent.

DISPOSITION

- [3] I find that the Tenant and all occupants, including the Subtenants, 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 Landlord and the Tenant entered into an oral, month-to-month tenancy agreement for the Unit, beginning June 1, 2025. A security deposit of \$1,400.00 was paid around May 19, 2025. Rent of \$1,400.00 is due on the first day of each month.
- [6] The Tenant and the Subtenants entered into a written, month-to-month subletting agreement for the Unit, beginning June 1, 2025. A security deposit of \$1,400.00 was paid at the beginning of the tenancy. Rent of \$1,400.00 is due on the first day of each month.
- [7] On July 10, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of July 30, 2025 (the “Notice”) for non-payment of rent of \$2,800.00 for June and July 2025.
- [8] On July 11, 2025, the Subtenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Subtenant Application”) with the Rental Office seeking to dispute the Notice.
- [9] On July 23, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in this Order. The Landlord Application also seeks to keep the security deposit and rent owing, which is determined in Order LD25-308.
- [10] On August 1, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 13, 2025.
- [11] On August 7, 2025, the Rental Office emailed a 39-page PDF evidence package to the parties.
- [12] On August 13, 2025, the Landlord’s representative (the “Representative”) and the Subtenants called into the teleconference hearing. The Tenant messaged the Rental Office prior to the hearing stating that he would not be participating in the hearing. The parties at the hearing confirmed receipt of the evidence package and stated that all evidence submitted to the Rental Office was included.

ISSUES

- A. Can the Subtenants validly dispute the Notice served by the Landlord to the Tenant?
- B. Must the Tenant and all occupants, including the Subtenants, vacate the Unit due to non-payment of rent?

ANALYSIS**A. Can the Subtenants validly dispute the Notice served by the Landlord to the Tenant?**

- [13] The evidence establishes that the Landlord and Tenant entered into an oral tenancy agreement for possession of the Unit beginning June 1, 2025.
- [14] The evidence also establishes that with the Landlord's permission, the Tenant and Subtenants then entered into a written subletting agreement for possession of the Unit, beginning June 1, 2025.
- [15] A "tenancy agreement" is defined in the Act as "*an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and the provision of services and facilities.*"
- [16] In this case, I find that there is insufficient evidence to establish that the Landlord and Subtenants had entered into an agreement, which would be considered a "tenancy agreement."
- [17] As the Subtenants only have a subletting agreement with the Tenant, there is no landlord-tenant relationship between the Landlord and Subtenants. As the Notice was served to the Tenant for non-payment of rent, the Subtenants are unable to file an application against the Landlord disputing the Notice.
- [18] Furthermore, there was no evidence presented at the hearing to establish that the Subtenants were acting on behalf of the Tenant with regard to the Subtenant Application to dispute the Notice.
- [19] Therefore, I find that the Subtenants cannot validly dispute the Notice. The Subtenant Application is denied.

B. Must the Tenant and all occupants, including the Subtenants, vacate the Unit due to non-payment of rent?

- [20] The Representative stated that the Notice was served on July 10, 2025, for non-payment of rent for June and July 2025. The Tenant did not pay rent for August 2025.
- [21] The Subtenants stated that they paid the Tenant a security deposit and have been paying the Tenant \$1,400.00 in rent each month. The Subtenants stated that they should not be evicted because it is not their fault if the Tenant failed to pay the Landlord rent. The Subtenants have not yet paid rent for August 2025.
- [22] 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.

- [23] I find that the evidence establishes, on a balance of probabilities, that the Tenant did not pay the outstanding rent within ten days of the Notice being served, and the rent is still outstanding as of the hearing date.
- [24] 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.

- [25] Furthermore, the Tenant did not file an application disputing the Notice.
- [26] 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.
- [27] For these reasons, I find that the Notice is valid and the Landlord Application is allowed.
- [28] The Tenant and all occupants, including the Subtenants, must vacate the Unit by the timeline below.
- [29] By operation of law, once a tenancy agreement ends, so does a subletting agreement between a subtenant and a tenant. The Subtenants must move out of the Unit because the Tenant failed to make the required rent payments to the Landlord.
- [30] The evidence establishes that the Tenant owes the Landlord rent for June and July 2025, (\$2,800.00) and from August 1 - 26, 2025, (\$1,174.19), totalling \$3,974.19, as determined in Order LD25-308.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will terminate effective August 26, 2025, at 5:00 p.m.
2. The Tenant and all occupants, including the Subtenants, 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.
4. The Subtenant Application is denied.

DATED at Charlottetown, Prince Edward Island, this 19th 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.