

## INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Landlord served three eviction notices to the Tenant, seeking to end the tenancy due to non-payment of rent, permitting an unreasonable number of occupants in the rental unit, disturbing and endangering others or putting the Landlord’s property at significant risk, causing damage to the rental unit, and not repairing damage to the rental unit.

## DISPOSITION

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

## BACKGROUND

- [4] The Unit is an apartment in a multi-unit building owned by the Landlord (“Residential Property”).
- [5] Approximately eight to ten years ago, the Tenant and a previous landlord entered into an oral month-to-month tenancy agreement for the Unit. Rent of \$782.00 is due on the first day of the month. A security deposit was not required.
- [6] In April 2025, the Landlord took over ownership of the Residential Property, and the tenancy agreement continued.
- [7] On July 15, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of August 4, 2025 (“First Notice”) for non-payment of \$360.00 in rent.
- [8] On July 15, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of September 1, 2025, (“Second Notice”) for permitting an unreasonable number of occupants in the rental unit, disturbing and endangering others or putting the Landlord’s property at significant risk, causing damage to the rental unit, and not repairing damage to the rental unit.
- [9] On July 25, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office, disputing the First Notice and the Second Notice.
- [10] On July 28, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (“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 rent owing, which is determined in Order LD25-313.
- [11] On August 4, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of August 24, 2025 (“Third Notice”) for non-payment of \$1,142.00 in rent.
- [12] On August 4, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for August 19, 2025.
- [13] On August 13, 2025, the Rental Office emailed the parties a 19-page PDF evidence package.
- [14] On August 19, 2025, the Tenant and the Landlord participated in a teleconference hearing. The parties confirmed receipt of the evidence package and that all evidence submitted to the Rental Office was included.
- [15] During the hearing, the Tenant stated that he disagreed with the Landlord’s testimony and that he would not participate in the hearing further. The Tenant disconnected from the teleconference hearing, and the hearing proceeded in the Tenant’s absence.

**ISSUE**

- A. Must the Tenant and all occupants vacate the Unit due to non-payment of rent?

**ANALYSIS**

[16] The Landlord stated that the First Notice was served on July 15, 2025, for non-payment of rent, as the Tenant had been \$360.00 in arrears since April 2025.

[17] The Landlord stated that the Third Notice was served on August 4, 2025, for non-payment of rent, as the Tenant was still \$360.00 in arrears and the Tenant failed to pay rent for August 2025, totalling \$1,142.00.

[18] The Landlord stated that the outstanding rent still had not been paid as of the hearing date.

[19] The Landlord's reasons in the First Notice and the Third Notice for terminating the tenancy are 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.*

[20] I find that the evidence establishes that the Tenant did not pay the outstanding rent within ten days of the First Notice and the Third Notice being served, and the rent is still outstanding as of the hearing date.

[21] Therefore, the First Notice and the Third Notice were 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.*

[22] The evidence does not establish that either the First Notice or the Third Notice were waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act.

[23] For these reasons, I find that the First Notice and Third Notice are valid and the Landlord Application is allowed.

[24] The Tenant Application is denied.

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

[26] As the Landlord has established valid grounds for terminating the tenancy agreement for non-payment of rent, I will not determine the other grounds for eviction stated in the Second Notice.

[27] The evidence establishes that the Tenant owes the Landlord rental arrears of \$360.00 and rent from August 1 - 27, 2025 (\$681.10), totalling \$1,041.10, as determined in Order LD25-313.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy agreement will terminate effective August 27, 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 20th day of August, 2025.

(sgd.) Mitch King

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**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.