

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Landlords seek an order requiring the Tenants to vacate the Unit for non-payment of rent, non-payment of the security deposit, repeatedly late rent payments, behaviour, damage and breaching a material term of the tenancy agreement.

DISPOSITION

- [3] I find that the Tenants must vacate the Unit for non-payment of rent by the timeline below.

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom rental unit in a triplex (“Residential Property”) owned by the Landlords.
- [5] On April 28, 2025 the parties entered into a written, fixed-term tenancy agreement from May 1, 2025 to April 30, 2026 (“Tenancy Agreement”). Rent in the amount of \$1,476.00 is due on the first day of the month. A security deposit of \$1,476.00 was required and partially paid in three payments.
- [6] On April 28, 2025 the Tenants paid \$750.00 towards the security deposit. On May 3, 2025 the Tenants paid \$24.00 towards the security deposit. On June 3, 2025 the Tenants paid \$324.00 towards the security deposit. No further payments were made. The Landlords hold a \$1,098.00 security deposit.
- [7] On July 2, 2025 the Landlords served the Tenants with a *Form 4(A) Eviction Notice* with a vacate date of July 22, 2025 (“Notice”) for non-payment of rent and other reasons.
- [8] I note that there are two previous eviction notices that were served to the Tenants. Both are not necessary for analysis in this decision.
- [9] On July 29, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (“Application”) with the Rental Office seeking vacant possession of the Unit and for Sheriff Services 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 LD25-320.
- [10] On August 13, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for August 26, 2025.
- [11] On August 20, 2025 the Rental Office telephoned the Tenants regarding the teleconference hearing details. The Tenants verified an accurate email and were permitted an extension to submit evidence.
- [12] On August 21, 2025 the Rental Office emailed the parties a 33-page evidence package. The Tenants did not submit any evidence.
- [13] On August 26, 2025 I emailed the parties a copy of the 33-page evidence package.
- [14] On August 26, 2025 the Landlords and the Tenants joined the teleconference hearing for determination of the Application. The Landlords confirmed that all evidence submitted was included in the evidence package.

- [15] The Tenants stated that they did not review the evidence package because they do not have internet or data on their cellphones. The hearing proceeded. The Tenants were permitted until the following morning to submit a written response to the evidence package and evidence post-hearing.
- [16] The Tenants did not submit a written response or evidence post-hearing to the Rental Office.

ISSUE

- A. Must the Tenants vacate the Unit due to the Notice?

ANALYSIS

- [17] 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.

- [18] The Tenants were responsible for paying July rent to the Landlord in full by July 1, 2025. The evidence establishes that the Tenants did not pay July's rent. The Tenants had rental arrears on July 2, 2025, the date that the Notice was served.

- [19] 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.

- [20] The Tenants also did not pay any rent for August 2025.

- [21] The Tenants did not file an application with the Rental Office disputing the Notice.

- [22] 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*.

- [23] I note that the Tenants stated that the reason they did not pay July or August's rent was because of complaints about the condition of the Unit.

- [24] However, I find that a tenant does not have a right to withhold rent in such circumstances. Subsection 19(1) of the *Act* states:

(1) 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.

- [25] 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.

- [26] The Tenants 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 September 3, 2025.**
2. The Tenants 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 27th day of August, 2025.

(sgd.) Cody Burke

Cody Burke
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.