

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 and all occupants to vacate the Unit for non-payment of rent.

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 bachelor unit in a 13-unit building (the “Residential Property”).
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from January 24, 2025 to December 30, 2025 (the “Tenancy Agreement”). A security deposit of \$995.00 was paid on January 23, 2025. The Tenancy Agreement states that rent in the amount of \$995.00 is due on the first day of the month.
- [6] On August 5, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of August 25, 2025 (the “Notice”) for non-payment of rent, in the amount of \$490.00.
- [7] On August 25, 2025 the Landlord 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 Landlord in possession, which is determined in this decision. The Application also seeks rent owing, which is determined in Order LD25-347.
- [8] On September 4, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for September 18, 2025.
- [9] On September 12, 2025 the Rental Office emailed the parties a 23-page evidence package.
- [10] On September 18, 2025 the Landlord’s representative (the “Representative”) and the Tenant participated in the teleconference hearing for determination of the Application. The parties confirmed receipt of the evidence package and confirmed that all evidence submitted to the Rental Office was included.

ISSUE

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

ANALYSIS

- [11] The Landlord’s 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 stated that there was an agreement with the Landlord that all of the rent was not due on the first day of the month. Instead, the Tenant was permitted to pay in two installments per month.

- [13] The Representative disputed that there was an agreement for rent to be paid in two installment payments.
- [14] I find that there is insufficient evidence of an agreement for the rent to be paid in two installments. If there was an agreement for installment payments, then this should have specifically been included in the terms of the Tenancy Agreement. Instead, it is stated that rent is due on the first day of the month.
- [15] I do not have other documentation establishing that the Landlord agreed to rent installment payments. The Landlord's email serving the Notice stated in part *"Per our lease agreement, your rent is due on the first day of each month."*
- [16] Based upon the evidence presented, I find that the Landlord and the Tenant agreed for rent to be paid in full by the first day of the month.
- [17] The Tenant was responsible for paying August rent to the Landlord in the amount of \$995.00 by August 1, 2025. The evidence establishes that the rent was not paid on time and \$490.00 was owing as of August 5, 2025, the date that the Notice was served to the Tenant.
- [18] 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.*
- [19] The Tenant did not file an application with the Rental Office disputing the Notice.
- [20] 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.
- [21] For these reasons, I find that the Notice is valid and the Application is allowed.
- [22] The Tenant and all occupants must vacate the Unit by the timeline below.
- [23] The Representative stated that a vacate date of October 7, 2025 would be acceptable to the Landlord.

Tenancy Agreement Content

- [24] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.
- [25] Subsections 11(1) and (2) of the Act state:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
 - (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
 - (a) the provisions set out in Division 4;*
 - (b) the correct legal names of the landlord and tenant;*
 - (c) the address of the rental unit;*
 - (d) the date the tenancy agreement is entered into;*
 - (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
 - (f) the services and facilities included in the rent;*

(g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;
(h) the name and contact information of any person the tenant is to contact for emergency repairs; and
(i) the agreed terms in respect of
(i) the date on which the tenancy starts,
(ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,
(iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,
(iv) the amount of rent payable for a specified period,
(v) the day on which the rent is due and the frequency of payment, and
(vi) the amount of any security deposit and the date the security deposit was or is required to be paid.

[26] The Landlord must ensure that all tenancy agreement content complies with the Act.

[27] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on October 7, 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 18th day of September, 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.