

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 to vacate the Unit for behaviour and non-payment of rent. The Tenant filed an application seeking to remain in the 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 a two-bedroom, one-bathroom unit in an 18-unit building (the “Residential Property”).
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from January 1, 2025 to December 31, 2025 (the “Tenancy Agreement”). A security deposit of \$1,068.00 was paid on December 20, 2024. Rent in the amount of \$1,093.00 is due on the first day of the month.
- [6] On August 5, 2025 the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of September 5, 2025 (the “Behaviour Notice”) for disturbing others. I note that the correct effective date was September 30, 2025 to comply with the minimum notice period in subsection 61(3) of the *Act*. The effective date is automatically changed under section 54.
- [7] On August 19, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Rental Office disputing the Behaviour Notice, which is the subject of this decision.
- [8] On August 27, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for September 11, 2025, along with a copy of the Tenant Application.
- [9] On September 2, 2025 the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with an effective date of September 22, 2025 (the “Rent Notice”) for non-payment of rent in the amount of \$2,168.00.
- [10] On September 5, 2025 the Rental Office emailed the parties a 55-page evidence package.
- [11] On September 10, 2025 the Rental Office sent the parties notice of a teleconference hearing rescheduled for September 18, 2025 to permit the Behaviour Notice and the rent matter to be determined together. The parties were requested to submit evidence regarding the Rent Notice.
- [12] On September 15, 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 decision. The Landlord Application also seeks rent owing and retention of the security deposit, which is determined in Order LD25-349.
- [13] On September 16, 2025 the Rental Office emailed the parties a 14-page supplementary evidence package.
- [14] On September 18, 2025 the Landlord’s representatives joined the teleconference hearing. I telephoned the Tenant and left a voicemail message with the teleconference information and the Rental Office’s general number. The hearing proceeded in the Tenant’s absence ten minutes after the scheduled time. The Landlord confirmed receipt of the evidence packages and confirmed that all evidence that the Landlord submitted to the Rental Office was included.

ISSUE

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

ANALYSIS

- [15] The Landlord's reason for terminating the tenancy in the Rent Notice 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.

- [16] The Tenant was responsible for paying August rent to the Landlord in the amount of \$1,093.00 by August 1, 2025 and \$1,093.00 by September 1, 2025. The evidence establishes that the rent was not paid on time and \$2,168.00 was owing as of September 2, 2025, the date that the Rent Notice was served to the Tenant.

- [17] The rent owing was not paid within ten days of service. Therefore, the Rent 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.

- [18] The Landlord's evidence establishes that August and September 2025 rent remains outstanding.

- [19] The Tenant did not file an application with the Rental Office disputing the Rent Notice.

- [20] The evidence does not establish that the Rent 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 Rent Notice is valid and the Landlord Application is allowed.

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

- [23] I will not determine the Behaviour Notice because I have already found that the Rent Notice is valid. The Tenant Application is dismissed.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on September 25, 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.