

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“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 an apartment in a building (“Residential Property”).
- [5] On May 1, 2023, the parties entered into an oral, monthly tenancy agreement for the Unit. The Tenant paid a \$500.00 security deposit. Rent in the amount of \$900.00 is due on the first day of the month.
- [6] On August 13, 2025, the Landlord’s representative (“Representative”) served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of September 2, 2025 (“Notice”) for non-payment of rent, in the amount of \$1,000.00.
- [7] On August 21, 2025, the Representative filed a first *Form 2(B) Landlord Application to Determine Dispute* (“First Application”) with the Rental Office requesting an order to remove two vehicles from the Residential Property, which is determined in Order LD25-354.
- [8] On September 4, 2025, the Representative filed a second *Form 2(B) Landlord Application to Determine Dispute* (“Second Application”) with the Rental Office seeking vacant possession of the Unit and for Sheriff Services to put the Landlord in possession, which is determined in this decision.
- [9] Collectively, the First Application and the Second Application are referred to as the “Applications.”
- [10] On September 12, 2025, the Rental Office provided the parties notice of a teleconference hearing scheduled for September 23, 2025, along with copies of the Applications.
- [11] On September 19, 2025, the Rental Office emailed the parties a 16-page evidence package.
- [12] On September 23, 2025, the Representative joined the teleconference hearing for determination of the Applications. I telephoned and emailed the Tenant the teleconference details, along with a copy of the evidence package. The hearing proceeded ten minutes after the scheduled time without the Tenant. The Representative confirmed that all evidence submitted to the Rental Office was included.

ISSUE

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

ANALYSIS

- [13] 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.

- [14] The Tenant was responsible for paying August rent to the Landlord by August 1, 2025. The evidence establishes that the rent was not paid on time and \$1,000.00 was owed as of August 13, 2025, the date that the Notice was served.
- [15] The Tenant did not pay the outstanding rent of \$100.00 for July rent and \$900.00 for August rent.
- [16] The rent owing was not paid in full by August 23, 2025. 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.

- [17] The Landlord's undisputed evidence establishes that September 2025 rent is also outstanding.
- [18] The Tenant did not file an application with the Rental Office disputing the Notice.
- [19] 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*.
- [20] For these reasons, I find that the Notice is valid and the Second Application is allowed.
- [21] The Tenant and all occupants must vacate the Unit by the timeline below.

Tenancy agreement

- [22] Section 11 of the *Act* requires a landlord to prepare a written tenancy agreement. A copy of the *Form 1 – Standard Tenancy Agreement* can be found 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 1, 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 Sherriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 24th day of September, 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.