

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 Tenants and all occupants to vacate the Unit for non-payment of rent and part of the security deposit.

DISPOSITION

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

BACKGROUND

- [4] The Unit is a two-bedroom, two-bathroom apartment in a 60-unit building (the "Residential Property") that is about one-year-old.
- [5] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from May 15, 2025 to April 30, 2026 (the "Tenancy Agreement"). A security deposit of \$1,775.00 was required but only \$1,425.00 was paid around May 15, 2025. Rent in the amount of \$1,775.00 is due on the first day of the month.
- [6] The Landlord's representative (the "Representative") stated that on July 23, 2025 the Landlord provided the Tenants with a first *Form 4(A) Eviction Notice* with an effective date of August 12, 2025 (the "First Notice") for non-payment of July rent, in the amount of \$1,775.00, and non-payment of part of the security deposit, in the amount of \$350.00. The Tenants stated that they believed that they received the First Notice in mid-August.
- [7] On September 10, 2025 the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with an effective date of September 30, 2025 (the "Second Notice") for non-payment of July, August and September 2025 rent.
- [8] On September 11, 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 LD25-364.
- [9] On September 18, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for October 2, 2025.
- [10] On September 25, 2025 the Rental Office emailed the parties a 48-page evidence package.
- [11] On October 2, 2025 the Representative and the Tenants participated in the teleconference hearing for determination of the Application. The parties stated that they received the evidence package email but they had trouble accessing the document. I reviewed the documents that were included in the evidence package and I asked the parties if they would like to receive an additional email with the evidence package. The parties did not require an additional copy of the evidence package and the hearing proceeded.

ISSUE

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

ANALYSIS

- [12] The Landlord's reason in the Second Notice 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.

- [13] The Tenants were responsible for paying rent by the first day of the month. The parties agree that rent was not paid for July, August and September 2025, in the amount of \$5,325.00. This amount was owing on September 10, 2025, the date the Second Notice was served.

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

- [15] Additional rent is owing for October 2025 in the amount of \$1,775.00.

- [16] The total amount of rent owing from July 1, 2025 to October 31, 2025 is \$7,100.00. The Tenants also owe a security deposit balance in the amount of \$350.00.

- [17] Therefore, the total rent owing and security deposit balance outstanding is \$7,450.00.

- [18] The Tenants did not file an application with the Rental Office disputing the eviction notices.

- [19] The evidence does not establish that the Second 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 Second Notice is valid and the Application is allowed.

- [21] The Tenants and all occupants must vacate the Unit by the timeline below.

- [22] The Representative indicated that a vacate date of October 12, 2025 would be acceptable to the Landlord.

- [23] I will not determine the validity of the First Notice because I have already determined that the Second Notice is valid.

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 12, 2025**.
2. The Tenants 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 2nd day of October, 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.