

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 Landlords seek to evict the Tenant for failing to pay rent.
- [3] The Tenant disputes the eviction.

DISPOSITION

- [4] I find that the tenancy will continue in full force and effect.

BACKGROUND

- [5] The Unit is the upstairs portion of a house owned by the Landlords (the “Residential Property”).
- [6] The parties entered into a written fixed-term tenancy agreement for the Unit from September 1, 2025, to February 28, 2026. Rent is \$2,400.00 and is due on the first day of the month. A \$2,400.00 security deposit was paid at the beginning of the tenancy.
- [7] On October 10, 2025, the Landlords served the Tenant with an unsigned *Form 4(A) Eviction Notice* with a vacate date of October 20, 2025, for non-payment of rent for October 2025 (the “Notice”).
- [8] I note that the earliest vacate date for the Notice is October 30, 2025, because of the minimum notice period required by subsection 60(1) of the Act. The Notice’s vacate date is automatically corrected to October 30, 2025, under section 54.
- [9] On October 14, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office, disputing the Notice.
- [10] On October 21, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for October 30, 2025.
- [11] On October 28, 2025, the Rental Office sent the parties a 24-page evidence package.
- [12] On October 30, 2025, the Tenant, the Tenant’s witness (“TW1”) and the Landlords participated in a teleconference hearing. The Landlords confirmed that all the evidence submitted to the Rental Office was included in the evidence package. The Tenant submitted evidence after the hearing, which was forwarded to the Landlord.

ISSUE

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

ANALYSIS

- [13] The Landlords stated that the Tenant failed to pay the October 2025 rent on time. As of the hearing date, no rent for October had been paid.
- [14] The Landlords stated that the tenancy agreement was initially put into TW1’s name, who is the Tenant’s father. However, TW1 had trouble getting the electricity put in his own name. The parties agreed to enter into a new tenancy agreement with the Tenant so the Tenant could get the electricity put in his name. On September 22, 2025, the power was connected to the Unit.

- [15] The Landlords stated that the Unit is the upstairs portion of the Residential Property, which was outlined in TW1's tenancy agreement. They stated that TW1 was aware that the Landlords' relative was going to be living in the downstairs portion of the Residential Property for a limited time period. The relative has since moved out.
- [16] The Landlords stated that TW1 was aware that the Landlords may rent the downstairs portion of the Residential Property to another tenant. They stated that a tenant has been living in the downstairs portion of the Residential Property since September 23, 2025. The Landlords stated they agreed to pay a portion of the electricity costs for the downstairs tenant.
- [17] TW1 stated that he signed the initial tenancy agreement, but he was unable to obtain electricity in his own name due to an outstanding bill. The Landlords agreed to put the tenancy agreement in his son's name (the Tenant), who also lives in the Unit. The outstanding electricity bill was paid on September 21, 2025, and the power was connected to the Unit.
- [18] TW1 stated that he did not have any issue with the Landlords' relative living in the downstairs portion of the Residential Property; however, he stated the Tenant was not aware of this agreement. He stated that he thought the Landlords' relative was only staying until the end of September 2025, and he was not aware that the downstairs portion would be rented to another tenant. He stated that he is paying too much of the overall expenses of the Residential Property.
- [19] TW1 stated that he should only be paying \$900.00 for his portion of the Residential Property, as he also has to pay for tenant insurance and all the electricity costs. He stated that he has already paid the Landlord \$4,800.00, which includes the security deposit and the first month's rent. He stated that this amount should cover his rent until at least December 31, 2025.
- [20] The Landlords allege the Tenant breached 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.*
- [21] Despite the parties agreeing that the Tenant did not pay rent for October 2025, I find that the Landlords failed to sign the Notice prior to serving it to the Tenant.
- [22] Section 53 of the Act sets out the form and content of a notice of termination. Specifically, clause 53(a) of the Act states:
- In order to be effective, a notice of termination shall be in writing and shall
(a) be signed and dated by the landlord or tenant giving the notice.*
- [23] In Order LR24-66, the Island Regulatory and Appeals Commission (the "Commission") determined a similar matter in which a tenant disputed a termination notice. The Commission stated:
- "In addition, the Form 4(A) eviction notice, dated July 30, 2024 and received by the Rental Office by email on August 23, 2024 (Exhibit E-8) was unsigned. Pursuant to clause 53(a) of the Act, a notice of termination shall be signed by the landlord in order to be effective. There is no signed version of this document in evidence before the Commission. Without a signed Form 4(A) in evidence, the eviction fails on that point alone."*
- [24] For these reasons, I find that the Notice is invalid and the Application is allowed. The tenancy agreement will continue in full force and effect.

[25] I note that subsection 19(1) of the Act states:

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.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 3rd day of November, 2025.

(sgd.) Mitch King

Mitch King

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 **20 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.