

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks an Order for vacant possession of the Unit and the Sheriff to put the Landlord in possession.

DISPOSITION

- [3] The Tenant must vacate the Unit for non-payment of rent by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one bathroom, one-half of a duplex, owned by the Landlord.
- [5] On February 13, 2019 the Tenant moved into the Unit.
- [6] On February 28, 2019 the parties signed a written, monthly tenancy agreement. Rent in the amount of \$1,595.00 is due on the first day of the month. A \$1,000.00 security deposit was paid.
- [7] On August 10, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective August 30, 2025 (the "Notice") for non-payment of rent and repeatedly late rent payments.
- [8] On September 15, 2025 the Landlord filed an amended *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 Landlord also seeks an Order for rent owing, which is determined in Order LD25-392. The Application was served to the Tenant.
- [9] On September 17, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for October 2, 2025 along with a copy of the Application.
- [10] On September 24, 2025 the Rental Office emailed the parties a twenty-eight-page evidence package.
- [11] On October 2, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.
- [12] During the hearing the parties agreed to adjourn the hearing and continue on October 20, 2025.
- [13] On October 20, 2025 the Landlord and the Tenant joined the teleconference for the continuation of the hearing. The Tenant submitted two emails with four attachments, which were forwarded to the Landlord. The parties agreed once more to adjourn the hearing and continue on November 3, 2025.
- [14] On October 27, 2025 the Tenant submitted an email to the Rental Office, which was forwarded to the Landlord. The Landlord responded to the Tenant's email, which was forwarded to the Tenant.
- [15] On November 3, 2025 the Landlord and the Tenant joined the teleconference for the continuation of the hearing. The Tenant submitted two emails to the Rental Office, which were forwarded to the Landlord.

ISSUE

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

ANALYSIS

- [16] The Landlord's reasons for terminating the tenancy are under clauses 60(1) and 61(1)(b) of the *Act*, which state:

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.

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

(b) the tenant is repeatedly late in paying rent.

- [17] The Tenant was responsible for paying August rent to the Landlord in the amount of \$1,595.00 by August 1, 2025. The evidence establishes that the rent was not paid on time and \$1,595.00 was owing as of August 10, 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*.
- [19] The evidence also establishes that the Tenant did not pay September, October and November's rent as of November 3, 2025.
- [20] On October 10, 2025 the Tenant e-transferred the Landlord \$1,250.00.
- [21] The evidence establishes that the August rent balance (\$345.00), September 2025 rent (\$1,595.00), October 2025 rent (\$1,595.00) and November 2025 rent (\$1,595.00) remain outstanding, in the total amount of \$5,130.00.
- [22] The Tenant did not file an application with the Rental Office disputing the Notice or serve the Landlord with an application.
- [23] 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*.
- [24] For these reasons, I find that the Notice is valid and the Application is allowed.
- [25] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective November 14, 2025 at 5:00 p.m.
2. The Tenant and all occupants must vacate the Unit by this date and time.
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 3rd day of November, 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.