

## INTRODUCTION

- [1] This decision determines an application filed by the Tenant with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord served an eviction notice to the Tenant seeking to end the tenancy. The Tenant disputes the eviction notice.

## DISPOSITION

- [3] The Landlord has failed to establish a valid reason for ending the tenancy. The Notice is invalid and the tenancy will continue in full force and effect.

## BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment in an 18-unit building, owned by the Landlord.
- [5] On November 30, 2019 the parties signed a written, fixed-term tenancy agreement for the period of December 1, 2019 to November 30, 2020. After the end of the fixed-term the tenancy continued on a monthly basis. The Tenant paid a \$500.00 security deposit to the Landlord's representative (the "Representative"). Rent in the amount of \$940.95 is due on the first day of the month.
- [6] On November 2, 2025 the Representative served the Tenant with a *Form 4(A) Eviction Notice* effective December 31, 2025 under clause 61(1)(b) for repeatedly late rent payments (the "Notice"). The particulars of termination stated:

*The tenant is repeatedly late in paying rent on December 2024, May 2025 and November 2025.*

- [7] On November 4, 2025 the Tenant filed and served a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice.
- [8] On November 13, 2025 the Rental Office emailed the parties notice of a telephone hearing scheduled for December 4, 2025 along with a copy of the Application.
- [9] On November 21, 2025 the Rental Office emailed the parties a 35-page evidence package.
- [10] On December 4, 2025 the Tenant and the Representative joined the telephone 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.

## ISSUE

- A. Does the evidence support the tenancy ending for repeatedly late rent payments?

## ANALYSIS & FINDINGS

### Legal Basis

- [11] The Landlord has the onus of proving its claim on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claim alleged is more likely correct than not.
- [12] In Order LR24-64 the Island Regulatory and Appeals Commission (the "Commission") made the following comment regarding a landlord ending a tenancy (paragraph 21):

*The termination of a tenancy is a serious matter and accordingly a Landlord seeking to evict a tenancy must put forward compelling evidence.*

- [13] More recently, in Order LR25-21 the Commission restated the seriousness of a landlord ending a tenancy (paragraph 22):

*Ending a tenancy is a serious matter not to be undertaken lightly.*

- [14] The Landlord is seeking to end the tenancy under clause 61(1)(b) of the *Act*, which states:

*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.*

- [15] For the reasons below, I find that the Landlord's evidence does not support the tenancy ending for repeatedly late rent payments. Accordingly, the Notice is invalid and the Application is allowed.

### **Summary of the Evidence**

- [16] The Landlord's evidence was summarized and presented by the Representative.
- [17] The Representative stated that rent is due on the first day of the month and that the Tenant has been late on three occasions throughout the tenancy (December 2024, May 2025 and November 2025).
- [18] The Representative submitted into evidence three *Form 4(A) Eviction Notices* dated December 2, 2024; May 2, 2025; and November 2, 2025 for non-payment of rent. The Notice was also included in the evidence.
- [19] The Representative stated that the tenancy should end because the Tenant was repeatedly late paying rent.
- [20] The Representative did not dispute the Tenant's summary of the evidence regarding the relevant rent payment dates.
- [21] The Tenant's evidence was summarized and presented by the Tenant.
- [22] The Tenant disputed the validity of the Notice. The Tenant stated that he was not late paying December 2024's rent. The Tenant stated that he paid rent through direct deposit and December 1, 2024 was a Sunday. The Tenant stated that the bank did not process the rent money until the Monday, December 2, 2024. The Tenant stated that the Representative emailed stating: "*Received your December rent. No problem, thank you.*"
- [23] The Tenant did not dispute that he paid May 2025's rent late. The Tenant stated that he informed the Representative that due to some financial issues he would be late paying the rent. The Tenant stated that he paid May's rent on May 5, 2025.
- [24] The Tenant did not dispute that he paid November 2025's rent late. The Tenant stated that the rent was late due to delays in his work payments. The Tenant stated that he paid November's rent on November 3, 2025.
- [25] The Tenant stated that he paid December 2025's rent early, on November 20, 2025.

**Determination**

- [26] I find that the evidence establishes that the Tenant was late paying rent in December 2024, May 2025 and November 2025. The Landlord served the Tenant eviction notices each month the Tenant was late paying the rent.
- [27] The *Act* does not define what “repeatedly late” means in the context of being a reason for ending a tenancy. However, in Order LR24-28 the Commission commented on an example where a landlord was successful in ending a tenancy because of repeatedly late rent payments (paragraph 38):
- In the present case, the Commission is satisfied that the Landlord has provided sufficient evidence to establish that the Tenants were late in paying rent in December 2023 and January 2024. Further, this pattern continued into February 2024. By the time the Landlord issued the Eviction Notice, the Tenants’ rent was late two out of three months they had occupied the Rental Unit. For these reasons, in this particular case, the Landlord’s termination for repeatedly late rent payment is allowed.*
- [28] I note that the Commission considered the number of times rent was late in a short period of time and also considered the length of the tenancy in their analysis.
- [29] In this case, the tenancy has been in place since late 2019. The evidence presented establishes that the Tenant’s first late payment was after five years of occupancy, in December 2024. The Tenant was not late again with the rent until May 2025 and then again November 2025. The Tenant has paid December 2025’s rent early.
- [30] I find that the Landlord’s evidence does not support ending the tenancy for repeatedly late rent payments. Therefore, the Notice is invalid and the Application is allowed. The tenancy will continue in full force and effect.
- [31] **I caution the Tenant that the Landlord has shown limited tolerance for any further late payments of rent. Further late rent payments may result in the Landlord serving another eviction notice and building a stronger case for ending the tenancy.**

**IT IS THEREFORE ORDERED THAT**

1. The Notice is invalid. The tenancy will continue in full force and effect.

**DATED** at Charlottetown, Prince Edward Island, this 5th day of December, 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 **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.