

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 served an eviction notice to the Tenant seeking to end the tenancy because of too many occupants in the Unit, behaviour disturbing others, unreasonable damage and failure to comply with a material term of the tenancy agreement.

DISPOSITION

- [3] I find that the Tenant is deemed to have accepted the Notice.
- [4] The Tenant and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [5] The Unit is located in a ten-unit building (the “Residential Property”) that the Landlord has owned since July of 2022.
- [6] The Landlord and the Tenant entered into a written, monthly tenancy agreement that started on August 1, 2024. Rent in the amount of \$350.00 is due on the first day of the month. A security deposit was not required.
- [7] On October 9, 2025 the Landlord’s representative (the “Representative”) posted to the Unit’s door and text-messaged the Tenant a *Form 4(A) Eviction Notice* with a vacate date of November 30, 2025 (the “Notice”).
- [8] On December 9, 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.
- [9] On December 18, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for January 6, 2026, along with a copy of the Application.
- [10] On December 30, 2025 the Rental Office emailed the parties a 43-page evidence package (“EP”).
- [11] On January 6, 2026 the Representative participated in a teleconference hearing. I telephoned the Tenant at two telephone numbers but received no response. I emailed the Tenant and advised that the hearing would proceed ten minutes after the scheduled time. The hearing proceeded in the Tenant’s absence.

ISSUE

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

ANALYSIS**Service**

- [12] The Representative stated that around December 1, 2025 the Representative spoke with the Tenant, who denied receipt of the Notice.
- [13] However, the Landlord had provided sufficient evidence to establish that the Notice was served in accordance with the *Act*.

- [14] The evidence establishes that on October 9, 2025 the Representative knocked on the Unit's door and attempted to personally serve the Tenant with the Notice. After no one answered the door, the Representative taped the Notice to the door, which is a valid form of service under clause 100(1)(f). The Landlord submitted into evidence a photograph of the Notice taped to the door (EP20).
- [15] I also note that at 12:40 p.m. on October 9, 2025 the Representative text-messaged the Tenant a photograph of the Notice taped to the door. The Representative did not receive any error message after sending the photograph. The text message is included in the Landlord's evidence (EP20).
- [16] Based upon the evidence presented, I am satisfied that the Notice was served in accordance with section 100.
- [17] The Representative also provided evidence that the Tenant claimed to have issues accessing the Tenant's mailbox. However, the Representative stated that the Tenant would not work with the Landlord regarding mailbox access.

Deeming Provision

- [18] For the reasons below, I find that the Tenant is deemed to have accepted the Notice and must vacate the Unit (see Island Regulatory and Appeals Commission Order LR25-61).
- [19] The Landlord seeks to end the tenancy under clauses 61(1)(c), (d), (f) and (h) of the *Act*, which state:

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

- (c) there is an unreasonable number of occupants in the tenant's rental unit;*
- (d) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*
 - (iii) put the landlord's property at significant risk;**
- (f) the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property;*
- (h) the tenant
 - (i) has failed to comply with a material term of the tenancy agreement, and*
 - (ii) has not corrected the situation within a reasonable time after the landlord has given written notice to do so;**

- [20] The Representative provided evidence regarding the Tenant having an unreasonable number of occupants in the Unit. The Representative provided three photographs of the Unit that the Representative took on August 20, 2025 (EP 41 to 43). These photographs show mattresses on the floor of three rooms.
- [21] The Representative also provided evidence regarding the Tenant changing the Unit's lock without the Landlord's permission and behaviour disturbing other tenants in the Residential Property.

[22] Subsection 61(6) of the *Act* states:

Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), the tenant
(a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
(b) shall vacate the rental unit by that date.

[23] I have determined, above, that the Landlord served the Tenant with the Notice on October 9, 2025. There is no evidence that the Tenant filed an application with the Rental Office disputing the Notice at any time on or after October 9, 2025. The Representative stated that the Tenant did not serve the Landlord with a *Form 2A Tenant Application to Determine Dispute* regarding the Notice.

[24] I have reviewed the Notice and I am satisfied that it was properly completed.

[25] As a result, I find that the Tenant is deemed to have accepted the Notice under subsection 61(6) and the tenancy ends by operation of law. I do not have authority to waive the operation of this deeming provision. I make no finding on whether the Landlord's evidence supports termination of the tenancy because the deeming provision applies.

[26] 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 **5:00 p.m. on January 16, 2026**.
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 Sheriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 6th day of January, 2026.

(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.