

## INTRODUCTION

- [1] This decision determines two applications 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 three eviction notices to the Tenant seeking to end the tenancy. The Tenant disputed the three eviction notices.

## DISPOSITION

- [3] The tenancy will end effective February 15, 2026 at 5:00 p.m.

## BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom rental in a triplex building, owned by the Landlords.
- [5] On March 26, 2025 the Tenant and the previous property manager signed a written, fixed-term tenancy agreement for the period of May 1, 2025 to April 30, 2026 (the "Tenancy Agreement"). The Tenant paid an \$1,800.00 security deposit. Rent in the amount of \$1,800.00 was due on the first day of the month.
- [6] On May 1, 2025 the Tenant moved into the Unit.
- [7] On September 29, 2025 the Landlords hired a new property manager (the "Representative").
- [8] On October 3, 2025 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* effective October 23, 2025 for non-payment of rent. The parties agreed that the Tenant paid the outstanding rent on October 13, 2025, automatically invalidating the eviction notice under clause 60(4)(a) of the *Act*. A copy of this eviction notice was not included in the evidence.
- [9] On November 3, 2025 the Landlords served the Tenant the first disputed *Form 4(A) Eviction Notice* effective November 23, 2025 for non-payment of rent and repeatedly late rent payments (the "First Notice").
- [10] On November 13, 2025 the Tenant filed the first *Form 2(A) Tenant Application to Determine Dispute* (the "First Application") with the Rental Office disputing the First Notice.
- [11] On November 13, 2025 the Tenant filed the second *Form 2(A) Tenant Application to Determine Dispute* (the "Second Application") with the Rental Office seeking compensation for services not provided under the Tenancy Agreement. The Second Application is determined in Order LD26-005.
- [12] On December 2, 2025 the Landlords served the Tenant with the second disputed *Form 4(A) Eviction Notice* effective January 31, 2026 for repeatedly late rent payments (the "Second Notice").
- [13] On December 10, 2025 the Tenant filed the third *Form 2(A) Tenant Application to Determine Dispute* (the "Third Application") with the Rental Office disputing the Second Notice.
- [14] This Order determines the First Application and the Third Application.
- [15] On December 10, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 6, 2026.
- [16] On December 16, 2025 the Rental Office emailed the parties a 64-page PDF evidence package.

- [17] On January 2, 2026 the Landlords served the Tenant with a third disputed *Form 4(A) Eviction Notice* effective January 22, 2026 for non-payment of rent (the "Third Notice").
- [18] On January 5, 2026 the Representative submitted one additional document into evidence which was forwarded to the Tenant.
- [19] On January 6, 2026 the Tenant and the Representative participated in the teleconference hearing. During the hearing, the Third Application was amended to include the dispute of the Third Notice. I allowed the amendment under clause 80(3)(f) of the *Act*. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.
- [20] The Tenant submitted one document into evidence during the hearing, which was forwarded to the Representative.

## ISSUE

- A. Does the evidence support the tenancy ending for non-payment of rent and/or repeatedly late rent payments?

## ANALYSIS

- [21] The parties agreed that January 2026's rent is outstanding, in the amount of \$1,800.00. Further, a \$48.77 water bill is also outstanding, which is the Tenant's responsibility.
- [22] The parties agreed that October 2025's rent was paid in full on October 13, 2025.
- [23] The Tenant stated that she e-transferred \$1,800.00 also on October 1, 2025. However, the Tenant did not submit evidence to support this claim. The Representative stated that she is not aware of such payment and could not find any transaction to support the claim.
- [24] The parties agreed that November 2025's rent was paid on November 14, 2025. The Tenant did submit evidence to support that the payment was made on November 13, 2025.
- [25] The parties agreed that December 2025's rent was paid on December 13, 2025.
- [26] The Tenant stated that she has found a new place to live but was unsure when it would be available.
- [27] The parties agreed that the tenancy can end on February 15, 2026.
- [28] I have reviewed the parties' evidence. I find that the Second Notice is valid. The evidence establishes that the Tenant has been repeatedly late paying the rent.
- [29] In these circumstances, I find that an end date of February 15, 2026 is appropriate.
- [30] Therefore, the tenancy will end effective February 15, 2026 at 5:00 p.m. The Tenant is responsible to pay the rent to the effective date or the date that the Tenant vacates the Unit, whichever is the later.
- [31] The Second Notice is valid and the Third Application is denied.
- [32] It is unnecessary to make a determination on the First Notice, the Third Notice and the First Application as a result of the findings above.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy will end effective February 15, 2026 at 5:00 p.m. The Tenant and all occupants will vacate the Unit by this date and time.
2. A certified copy of this Order may be filed with the Supreme Court of Prince Edward Island and enforced by Sheriff Services as permitted under the *Act*.

**DATED** at Charlottetown, Prince Edward Island, this 7th day of January, 2026.

(sgd.) Cody Burke

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**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.