

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 Tenants and all occupants must vacate the Unit for non-payment of rent by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom rental unit in a 22-unit converted motel.
- [5] On October 8, 2025 the parties signed a written, fixed-term tenancy agreement for the period of October 15, 2025 to September 30, 2026. Rent in the amount of \$1,350.00 is due on the first day of the month. A \$1,350.00 security deposit was required.
- [6] On October 9, 2025 the Tenants only paid \$90.00 of the security deposit.
- [7] On October 23, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* effective November 12, 2025 for non-payment of rent (the “Notice”).
- [8] On November 14, 2025 the Landlord’s representative (the “Representative”) filed a *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 LD26-009. The Application was served to the Tenants.
- [9] On December 4, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 8, 2026.
- [10] On December 19, 2025 the Rental Office emailed the parties a 23-page PDF evidence package.
- [11] On January 8, 2026 the Representative joined the teleconference hearing. The Tenants did not join the teleconference hearing. I telephoned the Tenants and received no response. After ten minutes the hearing proceeded in the Tenants’ absence. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Tenants did not submit any evidence to the Rental Office.

ISSUE

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

ANALYSIS

- [12] For the reasons below, I find that the Landlord’s undisputed evidence establishes a valid reason for ending the tenancy.
- [13] 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 a claim is more likely correct than not.

- [14] The Landlord's reason for terminating the tenancy is under 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.*
- [15] The Landlord's evidence was presented and summarized by the Representative.
- [16] The Representative stated that the Tenants moved into the Unit on October 15, 2025 and only paid \$90.00 towards the security deposit. The Representative stated that the Tenants did not pay October 2025 pro-rated rent, November 2025 rent, December 2025 rent and January 2026 rent. The Landlord also incurred two \$25.00 NSF fees for October and November 2025.
- [17] The Representative stated that the Tenants continue to occupy the Unit and have not communicated with him since December 2025.
- [18] The Landlord provided a financial statement showing the Tenants' outstanding balance as of December 1, 2025.
- [19] I find that the Landlord's undisputed evidence establishes that the Tenants have not paid October 2025 pro-rated rent, November 2025 rent, December 2025 rent and January 2026 rent.
- [20] The evidence establishes that the Tenants did not pay the rent owing within ten days of the Notice being served. Therefore, the Notice was not invalidated under clause 60(4)(a).
- [21] I find that the Tenants did not file an application with the Rental Office disputing the Notice.
- [22] Further, I find that the evidence does not establish that the Notice was waived, the tenancy was reinstated or that a new tenancy was created under section 74 of the *Act*.
- [23] For these reasons, I find that the Notice is valid. The Application is allowed.
- [24] The Tenants 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 January 16, 2026 at 5:00 p.m.
2. The Tenants 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 9th day of January, 2026.

(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.