

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 Tenants, seeking to end the tenancy due to non-payment of rent. The Landlord seeks possession of the Unit.

DISPOSITION

- [3] I find that the Tenants and all occupants must vacate the Unit for non-payment of rent.

BACKGROUND

- [4] The Unit is an apartment in a multi-unit building.
- [5] On September 1, 2022, the parties entered into a one-year written fixed-term tenancy agreement for the Unit. On July 19, 2025, the parties entered into a fixed-term tenancy agreement from September 1, 2025, to August 31, 2026. Rent of \$2,396.78 is due on the first day of the month. A security deposit of \$2,175.00 was paid on March 7, 2022.
- [6] On September 17, 2025, the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with a vacate date of October 7, 2025 ("Notice") for non-payment of \$1,079.49 in rent.
- [7] On November 25, 2025, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking earlier termination of the tenancy agreement, vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in this Order.
- [8] The Application also seeks rent owing, which is determined in Order LD26-015.
- [9] As the vacate date in the Notice was October 7, 2025, I do not need to determine whether to allow earlier termination of the tenancy agreement. Additionally, non-payment of rent does not qualify for earlier termination.
- [10] On December 2, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for January 6, 2026.
- [11] On December 16, 2025, the Rental Office sent the parties a 50-page PDF evidence package.
- [12] On January 6, 2026, the Landlord's representative (the "Representative"), a Tenant ("T1"), and the Tenant's witness participated in a teleconference hearing. I called the other Tenant ("T2"); however, there was no answer. I waited ten minutes, and the hearing proceeded in T2's absence.
- [13] The parties confirmed receipt of the evidence package and that all evidence submitted to the Rental Office was included.
- [14] After the hearing, the Landlord submitted additional evidence, which was shared with the parties.

ISSUE

- A. Must the Tenants and all occupants vacate the Unit due to non-payment of rent?

ANALYSIS

- [15] The Representative stated that the tenancy agreement was signed with T1 and T2 (the "Tenants") and the Tenant's witness. Each tenant paid 1/3 of the rent directly to the Landlord each month.
- [16] The Representative stated that the Tenant's witness does not owe the Landlord any outstanding rent. The Landlord and the Tenant's witness ended his tenancy for the Unit on December 31, 2025, and the Tenant's witness has entered into a new tenancy agreement with the Landlord for a different rental unit. Only the Tenants remain living in the Unit and owe the Landlord rent.
- [17] As of December 31, 2025, the Tenants owed the Landlord \$5,074.78 in rent.
- [18] As of January 1, 2026, the Tenants owed the Landlord \$6,672.56. The Landlord deducted \$799.00 from January 2026's rent, as that was the portion that the Tenant's witness would have owed.
- [19] The Representative stated that he agreed to allow the Tenants to remain in the Unit until January 31, 2026.
- [20] T1 and the Tenant's witness both stated that they agreed with the Representative's evidence and submissions.
- [21] The Landlord's reason in the Notice 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.

- [22] I find that the evidence establishes that the Tenants did not pay the outstanding rent within ten days of the Notice being served, or dispute the Notice, and that the rent remains outstanding as of the hearing date.
- [23] Therefore, the Notice was not invalidated under subsection 60(4) of the Act, which states:

Within 10 days after receiving a notice of termination under this section, the tenant may
(a) pay the overdue rent, in which case the notice of termination has no effect; or
(b) dispute the notice of termination by making an application to the Director under section 75.

- [24] The evidence does not establish that either the Notice was waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act.
- [25] For these reasons, I find that the Notice is valid and the Application is allowed.
- [26] The Tenants and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will terminate effective January 31, 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 12th day of January, 2026.

(sgd.) Mitch King

Mitch King
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.