

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 served an eviction notice to the Tenant seeking to end the tenancy because of behaviour disturbing others and unreasonable damage.

DISPOSITION

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

BACKGROUND

- [5] The Unit is a motel room with a bathroom in a twenty-two-unit building, converted into long-term residential use (the "Residential Property"), managed by the Landlord.
- [6] On February 23, 2025 the parties signed a written monthly tenancy agreement. Rent in the amount of \$875.00 is due on the first day of the month. A \$875.00 security deposit was required and paid.
- [7] On March 1, 2025 the Tenant moved into the Unit.
- [8] The parties were part of a prior Rental Office eviction dispute.
- [9] On July 16, 2025 I issued Order LD25-257 allowing the tenancy to continue.
- [10] On October 30, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of November 30, 2025 (the "Notice") by taping it to the door and by email.
- [11] On November 28, 2025 the Tenant attempted to file a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office to dispute the Notice. The Rental Office refused the Tenant's application because the Tenant did not file the application within ten days after the date the Tenant received the Notice (see subsection 61(5) of the *Act*).
- [12] On December 2, 2025 the Landlord's representative (the "Representative") emailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit.
- [13] On December 12, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 15, 2026.
- [14] On January 7, 2026 the Rental Office emailed the parties a TitanFile link to a 49-page PDF and 4-video evidence package.
- [15] On January 14, 2026 the Rental Office emailed the parties missing evidence submitted by the Landlord, which included three-PDF documents.
- [16] On January 15, 2026 the Rental Office emailed the parties Order LD25-257 and two emails submitted by the Tenant to the Rental Office, which are included as Director's evidence.
- [17] On January 15, 2026 the Representative, the Landlord's witness ("LW"), the Tenant and the Tenant's witness joined the teleconference hearing. The parties confirmed that they received the evidence package, missing evidence and Director's evidence and confirmed that all evidence submitted was now included.

ISSUE

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

ANALYSIS

Service of the Notice

- [18] LW stated that on October 30, 2025 he posted the Notice to the Unit's door and took a photograph, which was submitted into evidence as proof of service.
- [19] The Representative stated that the Notice was also emailed to the Tenant on October 30, 2025. A screenshot of the email was submitted into evidence as proof of service.
- [20] The Tenant stated that she received the Notice posted on the door on November 4, 2025 and received the emailed version on November 5, 2025.
- [21] I find that the Landlord provided sufficient evidence to establish that the Notice was served on October 30, 2025 in accordance with the *Act*.

Deeming Provisions

- [22] 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).
- [23] The Landlord seeks to end the tenancy under clauses 61(1)(d) and (f) 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:

- (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;*
- [24] The Representative and LW provided evidence regarding the Tenant's behaviour unreasonably disturbing others. The Landlord's evidence included incident reports and timelines which date back to the previous eviction dispute. The Representative stated that it provides context to the continuous issues and complaints against the Tenant. The Notice includes some new complaints, which include dog feces being left on the Residential Property, throwing out furniture, and the Tenant's conduct and engagement with other occupants.
- [25] The Tenant denied the Landlord's claims and stated that many of these issues were part of the prior eviction dispute.
- [26] Subsections 61(5) and (6) of the *Act* states:

A tenant may dispute a notice of termination under this section by making an application to the Director under section 75 within 10 days after the date the tenant receives the notice.

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.*

- [27] The Tenant stated that she believed she had twenty days to dispute the Notice.
- [28] I find that the evidence establishes that the Notice was served to the Tenant on October 30, 2025. Therefore, the Tenant had until November 10, 2025 (as November 9 was a Sunday) to dispute the Notice.
- [29] The evidence establishes that the Tenant did not attempt to file an application with the Rental Office until November 28, 2025. This was well past the ten-day deadline. Further, I find that the application filed by the Tenant was incomplete and was not served to the Landlord. Simply put, there were numerous critical errors in the Tenant's attempt in disputing the Notice.
- [30] I have determined, above, that the Landlord served the Tenant with the Notice on October 30, 2025. There is no evidence that the Tenant filed a complete application with the Rental Office disputing the Notice between October 30, 2025 and November 10, 2025. Further, the Representative stated that the Tenant did not serve the Landlord with a *Form 2(A) Tenant Application to Determine Dispute* regarding the Notice.
- [31] I have reviewed the Notice and I am satisfied that it was properly completed.
- [32] 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.
- [33] The Application is allowed.
- [34] The Tenant and all occupants must vacate the Unit by the timeline below.
- [35] This Order will be served to the parties electronically.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on January 23, 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 16th 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.