

## 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 two eviction notices to the Tenants, seeking to end the tenancy due to non-payment of rent and repeatedly late rent payments. The Landlord seeks possession of the Unit.

## DISPOSITION

- [3] I find that the Tenants and all occupants must vacate the Unit by January 29, 2026.

## BACKGROUND

- [4] The Unit is a basement apartment in a multi-unit building.
- [5] On July 1, 2025, the parties entered into a written monthly tenancy agreement for the Unit. Rent of \$1,000.00 is due on the first day of the month. A security deposit of \$700.00 was paid at the beginning of the tenancy.
- [6] On November 2, 2025, the Landlord served the Tenants with a first *Form 4(A) Eviction Notice* with a vacate date of November 22, 2025 (the "First Notice") for non-payment of \$1,100.00 in rent. The Landlord stated he posted a copy to the Unit's door on the same date.
- [7] On November 30, 2025, the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with a vacate date of December 31, 2025 (the "Second Notice") for repeatedly late rent payments. The Landlord stated he posted a copy to the Unit's door on the same date.
- [8] On December 1, 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 and for the Sheriff to put the Landlord in possession, which is determined in this Order. The Landlord stated he posted a copy to the Unit's door on the same date.
- [9] The Application also seeks rent owing, which is determined in Order LD26-023.
- [10] On December 22, 2025, the Rental Office mailed the parties and emailed the Landlord notice of a teleconference hearing scheduled for January 15, 2026. The Landlord stated he posted a copy to the Unit's door on the same date.
- [11] On January 7, 2026, the Rental Office sent the Landlord a 22-page PDF evidence package. The Landlord stated he posted a copy to the Unit's door on the same date.
- [12] On January 15, 2026, the Landlord participated in a teleconference hearing. I called the Tenants; however, no one answered. I waited ten minutes, and then the hearing proceeded in the Tenants' absence.
- [13] The Landlord confirmed receipt of the evidence package and that all evidence submitted to the Rental Office was included. The Tenants submitted no documents.

## ISSUE

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

**ANALYSIS**

- [14] The Landlord stated that the Tenants owe \$400.00 in rent for November 2025, \$1,000.00 in rent for December 2025, and \$1,000.00 in rent for January 2026, for a total of \$2,400.00.
- [15] The Landlord stated that the Tenants promised to pay the outstanding rent or make partial payments on several occasions. The Landlord submitted messages between the parties as evidence. He stated that the Tenants paid \$600.00 in December, which he credited toward November's rent. No additional rent payments have been made since that time.

**Second Notice**

- [16] The Landlord seeks to end the tenancy under clause 61(1)(b) 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:*

*(b) the tenant is repeatedly late in paying rent.*

- [17] The Landlord provided undisputed evidence that he served the Tenants with the Second Notice on November 30, 2025, with a vacate date of December 31, 2025. I find that the evidence establishes that the Tenants did not dispute the Second Notice. I have reviewed the Second Notice, and I am satisfied that it was properly completed and served.

- [18] Subsections 61(5) and (6) of the Act state:

*(5) 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.*

*(6) 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.*

- [19] As a result, I find that the Tenants are deemed to have accepted the Second Notice under subsection 61(6) and the tenancy ends by operation of law. I do not have the 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.

**CONCLUSION**

- [20] I find that the Second Notice is valid, and the Application is allowed. As I have determined a valid reason to terminate the tenancy, I do not need to make a determination regarding the Landlord's reason for eviction in the First Notice.
- [21] 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 29, 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 19th 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.