

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 seeks an order requiring the Tenant and all occupants to vacate the Unit for non-payment of rent and because the Tenant gave written notice to end the tenancy.

DISPOSITION

- [3] I find that the Tenant and all occupants must vacate the Unit for non-payment of rent.
- [4] At the hearing the parties agreed that the Landlord will keep the Tenant's security deposit for rent owing.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom unit in a six-unit building (the "Residential Property") that the Landlord has owned for at least 15 years.
- [6] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from March 1, 2023 to February 29, 2024, which then continued as a monthly agreement (the "Tenancy Agreement"). A security deposit of \$995.00 was paid around February 17, 2023. Rent in the amount of \$1,015.00 is due on the first day of the month.
- [7] On October 27, 2025 the Tenant emailed the Landlord to provide one month's notice to end the tenancy (the "Tenant Notice").
- [8] On November 7, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of November 30, 2025 (the "Landlord Notice") for non-payment of rent, in the amount of \$1,015.00.
- [9] On December 1, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
- [10] On December 18, 2025 the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office also seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
- [11] On December 30, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for January 20, 2026.
- [12] On January 13, 2026 the Rental Office sent the parties a 24-page evidence package.
- [13] On January 20, 2026 the Landlord's representatives (the "Representatives") joined the teleconference hearing. I telephoned the Tenant and left a voicemail message stating that the hearing would be proceeding ten minutes after the scheduled time. The Tenant emailed the Rental Office stating that the Tenant was having difficulty joining the teleconference. I telephoned the Tenant again and joined the Tenant to the teleconference hearing. The parties confirmed that the evidence they submitted was included in the evidence package.

ISSUE

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

ANALYSIS

- [14] The Landlord's reason in the Landlord 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.

- [15] The Tenant was responsible for paying November rent to the Landlord in the amount of \$1,015.00 by November 1, 2025. The evidence establishes that the rent was not paid on time and \$1,015.00 was owing as of November 7, 2025, the date that the Landlord Notice was served to the Tenant.

- [16] The rent owing was not paid within ten days of service. Therefore, the Landlord Notice was not invalidated under clause 60(4)(a) 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.

- [17] As of the hearing date, the Tenant had not paid November, December or January rent, in the total amount of \$3,045.00.

- [18] The evidence does not establish that the Landlord Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.

- [19] The Tenant's evidence is that the Tenant withheld rent because the Tenant believes that the Landlord has responsibility for a personal injury that the Tenant sustained in the Residential Property.

- [20] I note that the Rental Office does not have jurisdiction to determine personal injury claims and any related pain and suffering.

- [21] Subsection 19(1) of the *Act* states:

A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

- [22] The evidence presented does not establish an express right under the *Act* that would permit the Tenant to withhold rent.

- [23] For these reasons, I find that the Landlord Notice is valid and the Application is allowed.

- [24] The Tenant and all occupants must vacate the Unit by the timeline below.

- [25] I will not determine the validity of the Tenant Notice because I have determined that the Landlord Notice is valid.

- [26] At the hearing the Representatives and the Tenant stated that the Landlord can keep the security deposit for rent owing. As a result, I find that the Landlord will keep the Tenant's security deposit, including interest up to the date of this decision, in the total amount of \$1,065.51 for rent owing.

- [27] The parties will be emailed a copy of this decision. At the hearing the Tenant provided evidence regarding email accessibility challenges. As a result, an additional copy of this decision will be sent to the Tenant by registered mail.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on February 2, 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*.
4. The Landlord will keep the Tenant's security deposit, including interest, in the total amount of \$1,065.51 for rent owing.

DATED at Charlottetown, Prince Edward Island, this 21st day of January, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.