

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks an Order for vacant possession of the Unit and for the Sheriff to put the Landlord in possession.

DISPOSITION

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

BACKGROUND

- [4] The Unit is an apartment in a 22-unit converted motel (the "Residential Property").
- [5] On February 12, 2025, the parties signed a written, monthly tenancy agreement for the Unit, beginning February 17, 2025. Rent in the amount of \$1,095.00 is due on the first day of the month. The parties dispute the amount the Tenant paid for the security deposit.
- [6] On October 22, 2025, the Landlord served the Tenant with a Form 4(A) Eviction Notice effective November 30, 2025, for causing damage to the rental unit (the "Notice"). At the hearing, the Tenant confirmed that she received the Notice on October 22, 2025.
- [7] The particulars of termination state:

"[The Landlord] is moving to evict due to damages done to the toilet which required a full replacement of the toilet. Our plumber broke his auger attempting to repair the toilet, and upon replacement of the toilet, we uncovered that a vape, burnt pieces of wood, wet wipes, and a hair comb were jammed into the toilet."
- [8] On December 2, 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 Tenant confirmed that she received a copy of the Application on the same date.
- [9] The Landlord also seeks an Order to keep the security deposit and additional compensation, which is determined in Order LD26-028.
- [10] On December 12, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 13, 2026.
- [11] On January 7, 2026, the Rental Office emailed the parties a 21-page PDF evidence package.
- [12] On January 12, 2026, at the Tenant's request, the hearing was postponed to January 15, 2026. An updated notice of hearing was sent to the parties on January 12, 2026.
- [13] On January 15, 2026, before the hearing, I sent the parties a copy of the tenancy agreement, which had inadvertently been omitted from the evidence package.
- [14] On January 15, 2026, the Representative, the Tenant, and the Tenant's witness participated in a teleconference hearing. The Representative confirmed that all evidence submitted to the Rental Office, except the tenancy agreement, was included in the evidence package. The Tenant did not submit any documents to the Rental Office.

- [15] The parties were given until January 19, 2026, to make additional submissions; however, neither party provided any.

ISSUE

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

ANALYSIS

- [16] The Representative stated that on October 3, 2025, the Tenant contacted the Landlord to report that her toilet was clogged. A Landlord employee visited the Unit that day and attempted to unclog the toilet with an auger, but it broke. The employee determined that the toilet would need to be replaced. The employee returned later that day to replace the toilet; however, the employee was unable to access the Unit because the Tenant had the only keys.
- [17] The Representative stated that on October 13, 2025, the Landlord employee returned to the Unit and replaced the toilet. The employee broke open the old toilet and found a comb, flushable wipes, a vape, and burnt wood inside, which he determined caused the clog.
- [18] The Representative stated that the employee had told him he found a vape in the toilet; however, the employee did not note this in his written records. Photographs of the broken toilet and a plumbing invoice for \$541.12 (\$240.00 for labour and \$230.54 for parts plus HST) were submitted as evidence.
- [19] The Representative stated that he called the Tenant to speak about the clogged toilet. He stated that the Tenant told him that the Tenant's witness and another individual had access to the Unit during that time period, as she had been away; however, she denied that she caused the clog.
- [20] The Tenant stated that she contacted the Landlord because her toilet and sink were clogged. She stated that the toilet only clogged once and that she unclogged it with a plunger before the Landlord's employee attended the Unit.
- [21] The Tenant stated that she did not clog the toilet. She stated that she does not vape or use flushable wipes. She stated she is unsure about the comb. She stated that the previous tenants vaped and had a child, so the vape and wipes might have been due to their actions. She stated there was no vape noted in the Landlord employee's notes or in the Landlord's photographs.
- [22] The Tenant stated that only the Tenant's witness had access to the Unit, as she had been away for seven days around the time the clog occurred. The Tenant's witness stated that the toilet worked when he was looking after the Unit.
- [23] The Tenant stated that she believed she had tried to dispute the Notice using her friend's phone, but it must not have been sent to the Rental Office or the Landlord.
- [24] 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).
- [25] The Landlord seeks to end the tenancy under clause 61(1)(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:

(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.

[26] The Representative provided evidence alleging that the Tenant, or a person permitted on the Residential Property by the Tenant, damaged the Unit's toilet. The Representative provided photographs of the damaged toilet and documentary evidence from a Landlord employee.

[27] 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.

[28] I find that the evidence establishes the Landlord served the Tenant with the Notice on October 22, 2025, effective November 30, 2025. I further find that the Tenant confirmed receiving a copy of the Notice on October 22, 2025.

[29] Despite the Tenant stating that she believed she had tried to dispute the Notice using her friend's phone, there is insufficient evidence that the Tenant filed an application with the Rental Office disputing the Notice or served a copy of a dispute application to the Landlord. Additionally, the Tenant did not provide any dates that she stated she attempted to dispute the Notice.

[30] I have reviewed the Notice, and I am satisfied that it was properly completed and served.

[31] 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 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.

[32] I find that the Tenant and all occupants must vacate the Unit by the timeline below.

[33] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective January 29, 2026, at 5:00 p.m.
2. The Tenant 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 22nd 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.