

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.

DISPOSITION

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

BACKGROUND

- [4] The Unit is a two-bedroom, two-bathroom unit in a 30-unit building (the "Residential Property") that the Landlord has owned since it was built 2.5 years ago.
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from October 1, 2025 to September 30, 2026 (the "Tenancy Agreement"). The Tenant moved in about five days early. A security deposit of \$2,160.00 was paid around the beginning of the tenancy. Rent in the amount of \$2,160.00 is due on the first day of the month.
- [6] On November 20, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 10, 2024 (the "Notice") for non-payment of rent, in the amount of \$2,160.00.
- [7] I note that the effective date is automatically corrected to December 10, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 60(1).
- [8] On December 18, 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 decision. The Application also seeks rent owing, which is determined in Order LD26-031. The Landlord posted the Application to the Unit's door.
- [9] On January 2, 2026 the Rental Office issued notice of a teleconference hearing scheduled for January 22, 2026. The Landlord posted this notice to the Unit's door.
- [10] On January 16, 2026 the Rental Office telephoned the Tenant but received no response and it was not possible to leave a voicemail message.
- [11] On January 19, 2026 the Rental Office issued an 11-page evidence package. The Landlord posted the evidence package on the Unit's door.
- [12] On January 22, 2026 the Landlord representative joined the teleconference hearing for determination of the Application. I telephoned the Tenant and left a voicemail message to immediately call into the hearing. I emailed the Tenant an additional copy of the evidence package and the Tenancy Agreement. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time.

ISSUE

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

ANALYSIS

[13] The Landlord filed the Application against the Tenant and another person. However, as the Tenancy Agreement provided only names the Tenant as a tenant and the Tenancy Agreement indicates that only the Tenant signed this agreement, I find that only the Tenant is the proper respondent.

[14] The Landlord's evidence is that the Tenant continues to live in the Unit.

[15] The Landlord's reason 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.

[16] The Tenant was responsible for paying November rent to the Landlord in the amount of \$2,160.00 by November 1, 2025. The evidence establishes that the rent was not paid on time and \$2,160.00 was owing as of November 20, 2025, the date that the Notice was served to the Tenant.

[17] The rent owing was not paid within ten days of service. Therefore, the 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.

[18] The evidence presented establishes that November, December and January rent is outstanding, in the total amount of \$6,480.00.

[19] The evidence presented does not establish that the Tenant filed an application with the Rental Office disputing the Notice.

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

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

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

Tenancy Agreement Content

[23] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.

[24] Subsections 11(1) and (2) of the *Act* state:

(1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*

(2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
(a) the provisions set out in Division 4;
(b) the correct legal names of the landlord and tenant;
(c) the address of the rental unit;
(d) the date the tenancy agreement is entered into;

- (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;
- (f) the services and facilities included in the rent;
- (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;
- (h) the name and contact information of any person the tenant is to contact for emergency repairs; and
- (i) the agreed terms in respect of
 - (i) the date on which the tenancy starts,
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,
 - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,
 - (iv) the amount of rent payable for a specified period,
 - (v) the day on which the rent is due and the frequency of payment, and
 - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.

- [25] The Landlord must ensure that all tenancy agreement content complies with the *Act*.
- [26] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

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*.

DATED at Charlottetown, Prince Edward Island, this 23rd 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.