

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 three eviction notices to the Tenants seeking to end the tenancy because of non-payment of rent, number of occupants, damage, and breach of a material term of the tenancy agreement.
- [3] The Tenants are individually referred to as: "LT" and "TH."

DISPOSITION

- [4] The Tenants and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom rental unit within a triplex.
- [6] On May 1, 2025 the Tenants moved into the Unit and entered into a written, one-year fixed-term tenancy agreement. Rent in the amount of \$2,300.00 was due on the first day of the month. The Tenants paid a \$2,300.00 security deposit at the beginning of the tenancy.
- [7] On October 1, 2025 LT vacated the Unit without notifying the Landlord.
- [8] On November 16, 2025 LT emailed the Landlord's representative (the "Representative") notice that she had vacated the Unit and requested that the Representative create a new tenancy agreement solely with TH.
- [9] On December 3, 2025 the Landlord served the Tenants with two identical *Form 4(A) Eviction Notices* with a vacate date of December 10, 2025 (the "Rent Notices") by taping the Rent Notices to the door and by email.
- [10] I note that the effective dates are automatically corrected to December 23, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 60(1).
- [11] On December 29, 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 and earlier termination of the tenancy, which is determined in Order LD26-034. The Landlord posted the Application to the Unit's door and emailed it to the Tenants.
- [12] On December 31, 2025 the Landlord amended the Application. The Landlord taped the amended Application to the Unit's door.
- [13] On December 31, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with a vacate date of January 31, 2026 (the "Damage Notice") for non-payment of rent, number of occupants, damage and breach of a material term of the tenancy agreement. The Landlord served the Damage Notice by taping it to the Unit's door and by email.
- [14] On January 12, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 22, 2026.
- [15] On January 20, 2026 the Rental Office emailed the parties a 52-page PDF evidence package.

- [16] On January 22, 2026 the Representative and LT joined the teleconference hearing for determination of the Application. I telephoned and emailed TH and received no response. The hearing proceeded in TH's absence about ten minutes after the scheduled time.

ISSUE

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

ANALYSIS

The Rent Notices

- [17] 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.

- [18] The Tenants were responsible for paying December rent to the Landlord in the amount of \$2,300.00 by December 1, 2025. The evidence establishes that the rent was not paid on the time and \$2,300.00 was owing as of December 3, 2025, the date that the Rent Notices were served to the Tenants.

- [19] The rent owing was not paid within ten days of service. Therefore, the Rent Notices were 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.

- [20] The evidence establishes that the Tenants did not file an application with the Rental Office disputing the Rent Notices.

- [21] The evidence does not establish that the Rent Notices were waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.

- [22] For these reasons, I find that the Rent Notices are valid and the Application is allowed in part.

- [23] The Tenants and all occupants must vacate the Unit by the timeline below.

- [24] It is unnecessary to make a determination on the Damage Notice as the tenancy has already ended due to the Rent Notices.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on February 4, 2026**.
2. The Tenants 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 28th 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.