

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 Landlords seek 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 one-bedroom, one-bathroom apartment located in a 4-unit building (the "Residential Property") that the Landlords have owned since September of 2023.
- [5] The parties have a written, fixed-term tenancy agreement from August 1, 2025 to July 31, 2026 (the "Tenancy Agreement"). A security deposit of \$1,000.00 was required but only \$500.00 was paid on July 18, 2025. The Tenancy Agreement states that rent in the amount of \$1,600.00 is due on the first day of the month.
- [6] On December 8, 2025 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 28, 2025 (the "Notice") for non-payment of rent, in the amount of \$1,600.00.
- [7] On January 2, 2026 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office which was later amended on January 8, 2026 (the "Application"). The Landlords seek vacant possession of the Unit and for the Sheriff to put the Landlords in possession, which is determined in this decision. The Landlords also seek rent owing, which is determined in Order LD26-036.
- [8] On January 13, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for January 29, 2026.
- [9] On January 23, 2026 the Rental Office emailed the parties a 69-page evidence package.
- [10] On January 29, 2026 the Landlords and the Tenant joined the teleconference. The parties confirmed that they received the evidence package and that all documents previously submitted to the Rental Office were included.

PRELIMINARY MATTER

- [11] The Landlords are both owners of the Residential Property and are considered "landlords" under subsection 1(h) of the *Act*.
- [12] The Tenant and the Tenant's daughter ("TH") are named on the first page of the Tenancy Agreement. However, the Tenancy Agreement provided in evidence was not signed by TH. The Tenant's position is that the Tenant is the sole Tenant and TH is a family member occupying the Unit with the Tenant. The Landlords stated that they seek an order requiring the Tenant, TH and any other occupants to vacate the Unit for non-payment of rent.
- [13] Based upon the evidence presented, I am only satisfied that the Tenant is a tenant of the Landlords. It appears that TH is an occupant.
- [14] For the reasons below, I find that the Tenant and all occupants (including TH) must vacate the Unit.

ISSUE

A. Must the Tenant and all occupants (including TH) vacate the Unit?

ANALYSIS

[15] The parties agree on the following rent payment history:

- August 2025 - \$1,600.00
- September 2025 - \$1,600.00
- October 2025 - \$1,600.00
- November 2025 - \$1,600.00
- December 2025 - \$0.00
- January 2026 - \$0.00

[16] The Tenant and TH are currently living in the Unit.

[17] The Landlords' 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] On October 30, 2025 the Island Regulatory and Appeals Commission (the "Commission") issued Order LR25-51¹, which determined a dispute between the Landlords and the Unit's previous tenant. The Commission made the following determination (page 5):

"The lawful rent for [the Unit] is confirmed as \$1,500.00 per month and may only be increased by following the process set out in the Residential Tenancy Act, cap. R-13.11."

[19] With a lawful monthly rent of \$1,500.00 and four payments of \$1,600.00 in the tenancy's first four months, the outstanding December 2025 rent amount is \$1,100.00 (\$1,500.00 minus \$400.00).

[20] The Tenant was responsible for paying all of December rent to the Landlords, in the amount of \$1,500.00, by December 1, 2025. The evidence establishes that rent in the amount of \$1,100.00 was not paid on time and this rent was owing as of December 8, 2025, the date that the Notice was served.

[21] 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.

[22] The evidence presented establishes that January rent is also outstanding, in the additional amount of \$1,500.00.

[23] 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*.

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

¹ Order LR25-51 is available at the Commission's following website: <https://irac.pe.ca/wp-content/uploads/Order-LR25-51.pdf>

[25] The Tenant and all occupants (including TH) must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on February 5, 2026**.
2. The Tenant and all occupants (including TH) 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 29th 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.