

## 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 a single-family house owned by the Landlord.
- [5] The parties signed a written, fixed-term tenancy agreement for the Unit, commencing on December 1, 2020, and ending on November 30, 2021. The tenancy then continued on a monthly basis. Rent in the amount of \$1,673.75 is due on the first day of the month. A \$1,625.00 security deposit was paid at the beginning of the tenancy.
- [6] On December 2, 2025, the Landlord’s representatives (the “Landlord Representatives”) served the Tenant with a *Form 4(A) Eviction Notice* effective December 27, 2025, for failing to pay rent in the amount of \$1,673.75 for December 2025 (the “Notice”). The Tenant stated at the hearing that she received the Notice on December 2, 2025.
- [7] On December 23, 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 Tenant stated at the hearing that she received the Application on December 23, 2025.
- [8] The Landlord also seeks an Order for rent owing, which is determined in Order LD26-043.
- [9] On January 6, 2026, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 27, 2026.
- [10] On January 23, 2026, the Rental Office emailed the parties a 35-page PDF evidence package.
- [11] On January 27, 2026, the hearing was postponed due to a weather-related closure of the Rental Office. The Rental Office sent the parties notice of a rescheduled teleconference hearing for January 29, 2026.
- [12] On January 29, 2026, the Landlord Representatives and the Tenant participated in a teleconference hearing. The parties confirmed receipt of the evidence package, and the Landlord Representatives confirmed that all evidence submitted to the Rental Office was included. The Tenant did not submit any documents or evidence to the Rental Office.

## ISSUE

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

**ANALYSIS**

- [13] The Landlord Representatives stated that the Tenant has not paid rent for December 2025 (\$1,673.75) or for January 2026 (\$1,673.75), totalling \$3,347.50.
- [14] The Landlord Representatives stated that the Tenant has promised to pay the outstanding rent, but no payment has been made. They stated that if the Tenant pays the outstanding rent, they will not reinstate the tenancy agreement.
- [15] The Tenant stated that she did not apply to the Rental Office, disputing the Notice and did not pay the outstanding rent. The Tenant agreed that she owed rent for December 2025 and January 2026, and that she had been experiencing financial difficulties.
- [16] 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.*
- [17] The Tenant was responsible for paying the December 2025 rent to the Landlord in the amount of \$1,673.75 by December 1, 2025. The evidence establishes that the rent was not paid on time, and \$1,673.75 was owing as of December 2, 2025, the date that the Notice was served to the Tenant.
- [18] 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.*
- [19] The evidence presented establishes that the rent for December 2025 and January 2026 was outstanding as of the hearing date, totalling \$3,347.50.
- [20] The evidence presented does not establish that the Tenant filed an application with the Rental Office disputing the Notice. 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.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective February 9, 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 2nd day of February, 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.