

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 Tenants and all occupants to vacate the Unit for non-payment of rent, repeatedly late rent payments and breach of a material term of the tenancy agreement.

DISPOSITION

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

BACKGROUND

- [4] The Unit is a four-bedroom, one-bathroom house that the Landlord has owned since September 30, 2023.
- [5] On October 25, 2025 the Landlord and the Tenants entered into a written, fixed-term tenancy agreement from November 1, 2025 to October 31, 2026 (the "Tenancy Agreement"). The Tenants moved into the Unit a day early. On October 25, 2025 the Tenants paid a security deposit of \$1,500.00. Rent in the amount of \$1,900.00 is due on the first day of the month.
- [6] On December 9, 2025 the Landlord served the Tenants with a first *Form 4(A) Eviction Notice* with an effective date of December 29, 2025 (the "First Notice") for non-payment of rent, in the amount of \$900.00.
- [7] On January 3, 2026 the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with an effective date of January 23, 2026 (the "Second Notice") for non-payment of rent in the amount of \$2,130.00, repeatedly late rent payments and breach of a Tenancy Agreement material term.
- [8] On January 12, 2026 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, utilities, and late rent fees, which is determined in Order LD26-046.
- [9] On January 16, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 3, 2026.
- [10] On January 29, 2026 the Rental Office sent the parties a 42-page PDF and video recording evidence package.
- [11] On January 30, 2026 the Rental Office telephoned the Tenants and the Rental Office was able to leave a voicemail message for one of the Tenants.
- [12] On February 3, 2026 the Landlord joined the teleconference hearing. I telephoned the Tenants but I did not receive a response. I sent the Tenants an email informing that the hearing would proceed ten minutes after the scheduled time. The hearing proceeded in the Tenants' absence. The Landlord submitted additional evidence during the hearing.

ISSUE

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

ANALYSIS

- [13] The Landlord's evidence is that the Tenants continue to live in the Unit.
- [14] The Landlord's reason for terminating the tenancy in the First Notice 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.*
- [15] The Tenants were responsible for paying December rent to the Landlord in the amount of \$1,900.00 by December 1, 2025. The evidence establishes that the rent was not paid on time and \$900.00 was owing as of December 9, 2025, the date that the First Notice was served to the Tenants.
- [16] The rent owing was not fully paid within ten days of service. The amount of \$230.00 remained outstanding. Therefore, the First 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.*
- [17] The evidence presented establishes that part of December rent (\$230.00), January rent (\$1,900.00) and February rent (\$1,900.00) remains outstanding as of the hearing time.
- [18] The evidence does not establish that the Tenants filed an application with the Rental Office disputing the First Notice or served the Landlord with an application.
- [19] The evidence does not establish that the First Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.
- [20] For these reasons, I find that the First Notice is valid and the Application is allowed.
- [21] The Tenants and all occupants must vacate the Unit by the timeline below.
- [22] I will not determine the validity of the Second Notice because the First Notice is valid.

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 10, 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 3rd day of February, 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.