

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 seeks an order requiring the Tenant and all occupants to vacate the Unit for non-payment of rent.

DISPOSITION

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

BACKGROUND

- [4] The Unit is a two-bedroom, one-and-a-half-bathroom apartment in an 18-unit building, owned by the Landlord.
- [5] On September 29, 2025 the parties entered into a written, fixed-term agreement from October 1, 2025 to September 30, 2026 (the "Tenancy Agreement"). A security deposit of \$1,390.00 was paid at the beginning of the tenancy. Rent in the amount of \$1,390.00 is due on the first day of the month.
- [6] On December 2, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 22, 2025 (the "Notice") for non-payment of rent, in the amount of \$1,390.00 by posting the Notice to the Unit's front door.
- [7] On January 2, 2026 the Landlord emailed the Rental Office and the Tenant after the Rental Office's hours of operation a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") 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 LD26-048.
- [8] The Application was considered filed with the Rental Office on Monday, January 5, 2026.
- [9] On January 22, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 3, 2026.
- [10] On January 30, 2026 the Rental Office emailed the parties a 16-page PDF evidence package.
- [11] On February 3, 2026 at 7:43 a.m. the Tenant emailed the Rental Office requesting an adjournment. At 8:33 a.m. the Rental Office responded to the Tenant by email denying the Tenant's adjournment request. The Rental Office also telephoned the Tenant and left a voicemail message.
- [12] On February 3, 2026 at 9:00 a.m. the Landlord's two representatives (the "Representatives") and the Landlord's translator joined the teleconference hearing for determination of the Application. The Tenant did not join the teleconference hearing at the scheduled time. I telephoned and emailed the Tenant and I did not receive a response. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time. The Representatives confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Tenant did not submit any evidence.

ISSUE

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

ANALYSIS

[13] The Landlord filed the Application against the Tenant. The Tenancy Agreement includes another person as “roommate” which is the Tenant’s son who is under the age of majority. The Tenant’s son did not sign the Tenancy Agreement. I find that the Tenant’s son is an occupant and not a tenant.

[14] The Landlord’s evidence is that the Tenant and occupants continue 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 December rent to the Landlord in the amount of \$1,390.00 by December 1, 2025. The evidence establishes that the rent was not paid on time and \$1,390.00 was owing as of December 2, 2025, the date 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 Representatives stated that the Tenant paid \$1,390.00 on December 31, 2025 and \$1,390.00 on January 30, 2026. The Representatives stated that the Tenant owes one-month’s rent, which they characterized as “December 2025’s rent.”

[19] However, the evidence presented establishes that December 2025’s rent was actually paid on December 31, 2025. January 2026’s rent was paid on January 30, 2026 and February 2026’s rent is currently outstanding.

[20] The evidence presented does not establish that the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice.

[21] The evidence does not establish that the Tenant’s late rent payments waived the Notice, reinstated the tenancy or created a new tenancy under section 74 of the *Act*.

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

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

Tenancy Agreement Content

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

[25] 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.*

[26] The Landlord must ensure that all tenancy agreement content complies with the Act.

[27] 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 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 Sherriff Services as permitted by the Act.

DATED at Charlottetown, Prince Edward Island, this 3rd day of February, 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.