

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.

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 an apartment in a 12-unit building that the Landlord has owned for over 20 years.
- [5] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from November 1, 2025 to October 31, 2026 (the "Tenancy Agreement"). On October 23, 2025 one of the Tenants paid a security deposit of \$482.00. Rent in the amount of \$964.00 is due on the first day of the month.
- [6] On December 3, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of December 31, 2025 (the "Notice") for non-payment of rent, in the amount of \$1,228.00.
- [7] On January 2, 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 and electricity costs, which is determined in Order LD26-053.
- [8] On January 20, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for February 5, 2026.
- [9] On January 28, 2026 the Rental Office emailed the Tenants regarding evidence submissions for the scheduled hearing.
- [10] On January 29, 2026 the Rental Office telephoned one of the Tenants but there was no response and it was not possible to leave a voicemail message.
- [11] On January 29, 2026 the Rental Office sent the parties an 87-page PDF evidence package.
- [12] On February 5, 2026 at 11:23 a.m., one of the Tenants emailed the Rental Office requesting an adjournment of the hearing. The Rental Office responded informing this tenant that they would need to join the teleconference hearing to request an adjournment. This tenant was also informed that, if an adjournment was not approved, then the hearing would proceed as scheduled.
- [13] On February 5, 2026 the Landlord's representative (the "Representative") joined the teleconference hearing. I telephoned one of the Tenants but I did not receive a response and I could not leave a voicemail message. I sent the Tenants an email informing them that the hearing would proceed ten minutes after the scheduled time. The hearing then proceeded in the Tenants' absence. The additional evidence of one of the Tenants was included in the evidentiary record and was sent to the parties in a Rental Office email at 1:15 p.m. on February 5, 2026. The Representative confirmed that all Landlord evidence was included in the evidence package.

ISSUE

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

ANALYSIS

- [14] 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.

- [15] The Tenants were responsible for paying November rent by November 1, 2025 and December rent by December 1, 2025. The evidence establishes that the rent was not paid on time and \$1,228.00 was owing as of December 3, 2025, the date that the Notice was served to the Tenants.

- [16] The rent owing was not fully paid within ten days of service. The amount of \$1,228.00 remained outstanding. 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.

- [17] The evidence presented establishes that part of November rent (\$264.00), December rent (\$964.00), January rent (\$964.00), and February rent (\$964.00) remains outstanding as of the hearing time.

- [18] The evidence does not establish that the Tenants filed an application with the Rental Office by December 15, 2025 disputing the Notice under clause 60(4)(b).

- [19] 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*.

- [20] For these reasons, I find that the Notice is valid and the Application for delivery of possession is allowed.

- [21] The Tenants 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 **5:00 p.m. on February 12, 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 5th 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.