

## 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] On May 30, 2025 the parties entered into an oral tenancy agreement for a different rental unit. The Tenant paid a \$500.00 security deposit.
- [5] On June 9, 2025 the parties entered into a new oral, monthly, tenancy agreement for the Unit. The security deposit carried over. The rent was \$1,300.00 due on the first day of the month.
- [6] On December 8, 2025 the Landlord 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 \$1,000.00, by posting the Notice to the Unit’s front door.
- [7] On December 30, 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 Application also seeks rent owing, which is determined in Order LD26-055. The Landlord emailed the Application to the Tenant.
- [8] On January 22, 2026 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 5, 2026. The Rental Office also called the Tenant and did not receive a response.
- [9] On January 30, 2026 the Rental Office emailed the parties a 10-page PDF evidence package.
- [10] On February 5, 2026 the Landlord 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 Landlord 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**

- [11] The Landlord's evidence is that the Tenant continues to live in the Unit.
- [12] 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.*
- [13] The Tenant was responsible for paying December 2025 rent to the Landlord in the amount of \$1,300.00 by December 1, 2025. The evidence establishes that the rent was not paid on time and \$1,300.00 was owing as of December 8, 2025, the date the Notice was served to the Tenant.
- [14] 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.*
- [15] The Landlord stated that the Tenant paid \$650.00 on December 19, 2025. The Landlord stated that the Tenant owes rental arrears dating back to July 2025 and has not paid rent for January 2026 and February 2026.
- [16] 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.
- [17] The evidence does not establish that the Tenant's late rent payment waived the Notice, reinstated the tenancy or created a new tenancy under section 74 of the *Act*.
- [18] For these reasons, I find that the Notice is valid and the Application is allowed.
- [19] The Tenant and all occupants must vacate the Unit by the timeline below.

**Tenancy Agreement Content**

- [20] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.
- [21] 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.

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

[23] 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 12, 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 Sheriff Services as permitted by the *Act*.

**DATED** at Charlottetown, Prince Edward Island, this 5th 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.