

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 and repeatedly late rent payments.

DISPOSITION

- [3] The Tenant and all occupants must vacate the Unit for non-payment of rent and repeatedly late rent payments by the timeline below.

BACKGROUND

- [4] On October 1, 2024 the parties and another tenant entered into a written, fixed-term tenancy agreement for the period of November 1, 2024 to October 31, 2025. At the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of \$1,550.00 is due on the first day of the month. A \$1,550.00 security deposit was paid at the beginning of the tenancy.
- [5] In October 2025 the parties amended the tenancy agreement to remove the other tenant.
- [6] On December 23, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 12, 2026 (the "Notice") for non-payment of rent, in the amount of \$1,550.00 and repeatedly late rent payments. The Notice was emailed and hand-delivered to the Tenant.
- [7] On January 9, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice. However, the Rental Office rejected the Tenant's application because it was not filed within ten days of receiving the Notice. The application is included in the record as Director's Evidence.
- [8] On January 14, 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, which is determined in Order LD26-069. The Landlord emailed the Application to the Tenant.
- [9] The Application had also checked off the determination regarding subletting without the Landlord's permission. However, the particulars of the dispute only seek an order for vacant possession and rent owing. The Landlord stated that he is only seeking these two remedies under the Application.
- [10] On January 29, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 17, 2026.
- [11] On February 11, 2026 the Rental Office emailed the parties a 34-page PDF evidence package.
- [12] On February 17, 2026 the parties joined the teleconference hearing for determination of the Application. The parties confirmed that they had received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

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

ANALYSIS

- [13] The Landlord's reasons for terminating the tenancy are under clauses 60(1) and 61(1)(b) 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.

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

(b) the tenant is repeatedly late in paying rent.

- [14] The Tenant was responsible for paying December 2025 rent to the Landlord in the amount of \$1,550.00 by December 1, 2025. The evidence establishes that the rent was not paid on time and \$1,550.00 was owing as of December 23, 2025, the date the Notice was served to the Tenant.

- [15] The rent owing was not paid within ten days of the Notice being served. 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.

- [16] The Landlord stated that the Tenant paid \$1,000.00 on January 15, 2026 and \$1,550.00 on January 29, 2026. However, the Tenant owes rental arrears from July 2025 (\$255.00), August 2025 (\$520.00), December 2025 (\$550.00) and February 2026 (\$1,550.00), totaling \$2,875.00.

- [17] In Order LD26-069 I found that the Tenant must pay the Landlord \$2,819.64.

- [18] The Landlord stated that the Tenant started falling behind on rent in April 2025. The Landlord submitted into evidence the rent roll for the Unit.

- [19] The evidence presented establishes that the Tenant did not file her application with the Rental Office on time to dispute the Notice.

- [20] The evidence does not establish that the Tenant's two late payments waived the Notice, reinstated the tenancy or created a new tenancy 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 **5:00 p.m. on February 27, 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 20th 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.