

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 three-bedroom, one-bathroom apartment located in a seven-unit building that the Landlord has owned since 2018.
- [5] The Landlord, one of the Tenants ("NCM") and other tenants entered into a written, fixed-term tenancy agreement from August 1, 2023 to July 31, 2024 (the "Tenancy Agreement"). Around September 1, 2023 a \$1,600.00 security deposit was paid to the Landlord. NCM contributed \$600.00 towards the security deposit. NCM moved into the Unit around mid-September of 2023. Rent in the amount of \$1,600.00 was due on the first day of the month. The monthly rent was later reduced to \$1,500.00. At the end of the fixed-term the agreement continued on a month-to-month basis.
- [6] An original tenant moved out of the Unit and one of the Tenants ("CM") moved in around 2024.
- [7] Another original tenant moved out and the Landlord returned to this tenant \$600.00 of the security deposit funds. One of the Tenants ("DIO") moved in on April 1, 2025.
- [8] On January 2, 2026 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of January 23, 2026 (the "Notice") for non-payment of rent, in the total amount of \$6,290.00, and repeatedly late rent payments.
- [9] On February 6, 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 LD26-077.
- [10] On February 11, 2026 the Rental Office telephoned CM but there was no response. The Rental Office left a voicemail message for a call back.
- [11] On February 11, 2026 the Rental Office emailed the Landlord, NCM and DIO notice of a teleconference hearing scheduled for February 5, 2026. The Rental Office also mailed a copy of the notice of hearing to each of the Tenants.
- [12] On February 20, 2026 the Rental Office telephoned CM but there was no response. The Rental Office left a voicemail message with the hearing date and time and requested an immediate call back if CM had not received the notice of hearing.
- [13] On February 23, 2026 the Landlord hand delivered a copy of the notice of hearing to CM.
- [14] On February 23, 2026 the Rental Office issued a 28-page PDF evidence package ("EP").

- [15] On March 3, 2026 the Landlord and two of the Tenants (NCM and DIO) joined the teleconference hearing. I telephoned CM but I received no response and I was unable to leave a voicemail message. I waited about ten minutes before proceeding in CM's absence. I am satisfied that CM had notice of the hearing. The parties in attendance confirmed receipt of the evidence package and confirmed that all evidence that they submitted was included.

ISSUE

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

ANALYSIS

- [16] 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.

- [17] The Tenants were responsible for paying all the rent due up to January 2026 by January 1, 2026.
- [18] At the hearing the Landlord, NCM and DIO provided evidence that the Landlord's rent ledgers were accurate, except for a \$500.00 deduction for March 2025 rent. As a result, rent in the amount of \$5,790.00 was owing as of January 2, 2026, the date that the Notice was served.
- [19] The rent owing was not fully paid within ten days of service. On January 7, 2026 NCM paid \$500.00. The amount of \$5,290.00 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.

- [20] The evidence presented establishes that the Tenants have not paid February and March 2026, in the additional amount of \$3,000.00.
- [21] The evidence does not establish that the Tenants filed an application with the Rental Office disputing the Notice under clause 60(4)(b).
- [22] 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*.
- [23] I have reviewed the text-message correspondence between the Landlord and NCM dated January 7, 2026 (EP20 to 21). These messages do not establish an agreement that invalidate the Notice. The Landlord acknowledged that he was glad NCM had a plan to pay the outstanding rent. The Landlord confirmed three hours later that the Notice would only be withdrawn if all rent was paid. Instead, no rent was paid for February and March 2026.
- [24] DIO essentially argued that the Landlord had agreed to be flexible regarding rent payments.
- [25] I note that the Landlord was flexible regarding rent payments. Unfortunately for the Landlord, this led to rental arrears of \$5,790.00 as of January 2, 2026. After accounting for the January 7, 2026 payment of \$500.00 and the non-payment of February and March 2026, the total arrears have increased to \$8,290.00. I find that the Landlord's earlier flexibility regarding late rent payments does not impede the Landlord's ability to end the tenancy for non-payment of rent.
- [26] I find that the Notice is valid and the Application for delivery of possession is allowed.

- [27] The Tenants and all occupants must vacate the Unit by the timeline below.
- [28] I will not determine the Landlord's second basis for eviction regarding repeatedly late rent payments because the Tenancy Agreement is terminated for non-payment of rent.
- [29] The Rental Office will email this Order to the Landlord, NCM and DIO.
- [30] The Rental Office does not have an email address for CM. As a result, the Rental Office will send this Order to CM by registered mail.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on March 16, 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 4th day of March, 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.