

## INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks an order requiring the Tenant to vacate the Unit for non-payment of rent.

## DISPOSITION

- [3] The Tenant must vacate the Unit for non-payment of rent by the timeline below.

## BACKGROUND

- [4] The Unit is a single-family house owned by the Landlord.
- [5] On June 1, 2021, the parties entered into an oral, monthly tenancy agreement for the Unit. Rent is \$1,000.00 due on the first day of the month. The Tenant paid the Landlord a \$600.00 security deposit at the beginning of the tenancy.
- [6] On February 2, 2026, the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with an effective date of February 22, 2026 (the "Notice") for non-payment of rent, in the amount of \$2,400.00.
- [7] On February 24, 2026, the Landlord emailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing, vacant possession of the Unit and for the Sheriff to put the Landlord in possession, disposal of the Tenant's personal property, and claiming against the security deposit.
- [8] On March 2, 2026, the Landlord emailed the Tenant and the Rental Office an amended *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.
- [9] The Landlord is also seeking compensation for rent owing, which is determined in Order LD26-095.
- [10] On March 4, 2026, the Rental Office emailed the parties and also mailed the Tenant notice of a teleconference hearing scheduled for March 19, 2026, with an evidence submission deadline of March 10, 2026.
- [11] On March 11, 2026, the Rental Office telephoned the Tenant and left a voicemail with the hearing date and time details.
- [12] On March 12, 2026, the Rental Office emailed the parties an 18-page PDF evidence package.
- [13] On March 16, 2026, the Tenant emailed the Rental Office requesting an extension of the evidence submission deadline. The Rental Office notified the Tenant that if she was submitting any evidence past the evidence submission deadline, she was required to send copies to the Landlord and the Rental Office. The Tenant was notified that she could request at the hearing that the Rental Officer accept her late evidence.
- [14] On March 19, 2026, the Landlord joined the teleconference hearing. I telephoned the Tenant twice; however, the Tenant did not answer. I also emailed the Tenant an additional copy of the Notice of Hearing. The Tenant did not call in to the teleconference hearing, and the hearing started 10 minutes after the scheduled time.
- [15] The Landlord confirmed that he received the evidence package and confirmed that all the evidence he submitted was included. The Tenant submitted no documents or evidence.

**ISSUE**

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

**ANALYSIS**

- [16] The onus is on the Landlord, as the party asserting their claims against the Tenant, to provide clear evidence to establish their claims on a balance of probabilities.
- [17] 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.*
- [18] The evidence presented establishes that the Tenant was in rental arrears of \$200.00 before November 2025. The Tenant did not pay rent for November 2025, resulting in \$1,200.00 in arrears. The Tenant paid rent for December 2025 in full.
- [19] The Tenant paid only \$800.00 in rent for January 2026, resulting in the arrears increasing to \$1,400.00. No rent was paid in February 2026, resulting in the arrears further increasing to \$2,400.00, and the Landlord served the Tenant the Notice on February 2, 2026.
- [20] The Landlord submitted as evidence a text message from the Tenant dated February 12, 2026, confirming that the Tenant had received the Notice. The Tenant claimed in her text message that she had not previously seen the Notice because of internet issues.
- [21] The Tenant did not pay rent for March 2026. The total arrears are currently \$3,400.00.
- [22] I find that the rent owing was not paid in full by February 12, 2026, within ten days of the Notice being served. Even if I were to find that the Notice was not served until February 12, 2026, the date the Tenant claimed she received the Notice, the Tenant still did not pay the rent owing by February 22, 2026.
- [23] 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.*
- [24] I find that 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.
- [25] I find that the Notice is valid and the Application for delivery of possession is allowed.
- [26] The Tenant 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 March 27, 2026.**
2. The Tenant 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 March, 2026.

(sgd.) Mitch King

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**Mitch King**  
**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.