

INTRODUCTION

- [1] This decision determines an application the Landlord filed 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, repeatedly late rent payments, and behaviour-related issues.

DISPOSITION

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

BACKGROUND

- [4] The Unit is one half of an over-under duplex owned by the Landlord.
- [5] On August 31, 2021, the Landlord entered into a written fixed-term tenancy agreement with the Tenant and another individual (T1), for the period of September 1, 2021, to May 31, 2022. The tenancy agreement then continued on a monthly basis. Rent is \$1,428.00 due on the first day of the month. A \$700.00 security deposit was paid at the beginning of the tenancy.
- [6] Sometime in 2026, the Landlord agreed to remove T1 from the tenancy agreement, and T1 moved out of the Unit.
- [7] On January 3, 2026, the Landlord served the Tenant a first *Form 4(A) Eviction Notice* with an effective date of January 23, 2026 (the "First Notice") for non-payment of rent in the amount of \$1,428.00, and repeatedly late rent payments.
- [8] On February 3, 2026, the Landlord served the Tenant a second *Form 4(A) Eviction Notice* with an effective date of February 23, 2026 (the "Second Notice") for non-payment of rent in the amount of \$1,428.00, for non-payment of the security deposit, repeatedly late rent payments, and allowing someone on the property who has disturbed or endangered others.
- [9] On February 27, 2026, the Landlord emailed the Tenant and the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, claiming against the security deposit, and to request a determination that the Tenant has sublet or assigned the rental unit without the Landlord's written consent, or that the Tenant has charged the subtenant more rent that is permitted (the "Application").
- [10] On March 6, 2026, the Landlord served the Tenant a third *Form 4(A) Eviction Notice* with an effective date of March 26, 2026 (the "Third Notice") for non-payment of rent in the amount of \$1,428.00, for non-payment of the security deposit, repeatedly late rent payments, and allowing someone on the property who has engaged in illegal activity on the property.
- [11] The Landlord's three eviction notices are collectively referred to as the "Notices."
- [12] On March 11, 2026, the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 31, 2026.
- [13] On March 26, 2026, the Rental Office emailed the parties an 86-page PDF evidence package.
- [14] On March 31, 2026, the Landlord and the Tenant joined the teleconference hearing. The parties confirmed that they received a copy of the evidence package and that all the evidence they submitted was included.

ISSUE

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

ANALYSIS

- [15] 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.
- [16] The Landlord stated he is seeking vacant possession of the Unit. The Landlord stated that the Tenant owes \$1,428.00 in rent for March 2026 and has repeatedly been late in paying rent. The Landlord stated that the Tenant has been allowing guests to stay at the Unit for prolonged periods of time without the Landlord's permission.
- [17] The Landlord stated that after he served the Tenant with the First Notice on January 3, 2026, the Tenant paid the rent owing, but in installments. The Landlord stated that after he served the Tenant the Second Notice on February 3, 2026, the Tenant did not pay the rent owing until February 18, 2026.
- [18] The Landlord stated that the Tenant was in rental arrears of \$1,428.00 for March 2026's rent when the Third Notice was served on March 6, 2026. The Landlord stated that the rent for March 2026 still had not been paid as of the date of the hearing (March 31, 2026). The Landlord stated that he has not waived or rescinded any of the Notices.
- [19] The Landlord stated that he was no longer seeking to make a claim against the security deposit in the Application.
- [20] The Tenant did not dispute that the rent owing for March 2026 in the amount of \$1,428.00 had not been paid as of the date of the hearing. The Tenant stated that he had received the Third Notice on March 6, 2026, but was unable to pay the rent owing. The Tenant stated that he did not file a *Form 2(A) Tenant Application to Determine Dispute* to dispute the Third Notice, but that he wants to remain living in the Unit.
- [21] The Tenant stated that he had some guests staying with him in the Unit, but no illegal activity occurred. The Tenant stated that he was helping some individuals who needed short-term transitional housing. The Tenant stated that he was not subletting the Unit and that no guests were currently staying at the Unit.
- [22] One of the Landlord's reasons for terminating the tenancy in the Third Notice 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.*
- [23] I have reviewed the parties' evidence and submissions, and I find that the Landlord has established that the rent owing for March 2026 was not paid in full by March 16, 2026, within ten days of the Third Notice being served. This is supported by the parties' testimony, as both the Landlord and Tenant stated that rent for March 2026 had not been paid as of the date of the hearing (March 31, 2026).
- [24] Therefore, the Third 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.*

- [25] I find that the evidence does not establish that the Third Notice was waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act.
- [26] I further find that the Tenant did not file an application with the Rental Office disputing the Third Notice under clause 60(4)(b) of the Act.
- [27] As a result, I find that the Tenant is deemed to have accepted the Third Notice under subsection 60(5) and the tenancy ends by operation of law. I do not have the authority to waive the operation of this deeming provision.
- [28] The Landlord is also seeking a determination that the Tenant has sublet or assigned the rental unit without the Landlord's written consent, or that the Tenant has charged the subtenant more rent that is permitted. I find that the Landlord has provided insufficient evidence to establish that the Tenant has sublet or assigned the Unit. This Landlord's request for a determination is denied.

CONCLUSION

- [29] I find that the Third Notice is valid and the Application for delivery of possession is allowed.
- [30] As I have determined a valid reason to terminate the tenancy, it is unnecessary to determine the other reasons for eviction listed in the Notices.
- [31] 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 April 9, 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 2nd day of April, 2026.

(sgd.) Mitch King

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.