

## 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 Tenant 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 by the timeline below.

## BACKGROUND

- [4] The Unit is a single-family house owned by the Landlord.
- [5] Sometime in 2025, the Landlord and the Tenant’s daughter entered into a tenancy agreement for the Unit. On February 1, 2025, the Tenant’s daughter paid a \$1,700.00 security deposit for the Unit. In May or June 2025, the Tenant moved into the Unit with the Tenant’s daughter.
- [6] Sometime between June 2025 and August 2025, the Tenant’s daughter moved out of the Unit. On August 4, 2025, the Landlord and the Tenant entered into a written fixed-term tenancy agreement for the Unit effective from August 4, 2025, to January 31, 2026. The tenancy agreement then continued on a monthly basis. The Tenant’s daughter’s \$1,700.00 security deposit was credited to the Tenant.
- [7] On February 10, 2026, the Landlord emailed the Tenant a first *Form 4(A) Eviction Notice* with an effective date of March 2, 2026 (the “First Notice”) for non-payment of rent, in the amount of \$9,350.00.
- [8] On March 4, 2026, the Landlord emailed the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession. On March 5, 2026, the Landlord emailed a copy to the Tenant.
- [9] On March 11, 2026, the Landlord emailed the Tenant a second *Form 4(A) Eviction Notice* with an effective date of March 31, 2026 (the “Second Notice”) for non-payment of rent, in the amount of \$11,050.00.
- [10] On March 11, 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 (the “Application”).
- [11] The Landlord is also seeking compensation for rent owing, which is determined in Order LD26-108.
- [12] On March 19, 2026, the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 2, 2026.
- [13] On March 27, 2026, the Rental Office telephoned the Tenant. The Tenant confirmed that he had been receiving the Rental Office’s emails and that he received the notice of hearing. The Rental Office notified the Tenant that an evidence package was being emailed to the parties that day.
- [14] On March 27, 2026, the Rental Office emailed the parties a 23-page PDF evidence package.

- [15] On April 2, 2026, the Landlord joined the teleconference hearing. I telephoned the Tenant; 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.
- [16] 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 non-payment of rent?

## ANALYSIS

- [17] 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.
- [18] 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.*
- [19] The Landlord stated that the Tenant paid rent for August 2025 but did not pay rent for September 2025. The Tenant paid only \$850.00 for October 2025, and no rent has been paid since then. The Landlord stated that the Tenant owes rent totalling \$11,050.00 through March 2026. The Landlord's rent ledger and e-Transfer notices were submitted as evidence.
- [20] The Landlord stated he served the First Notice on February 10, 2026, but he had spelled the Tenant's last name incorrectly. The Landlord stated that he served the Second Notice on March 11, 2026, which indicated that the Tenant was \$11,050.00 in rental arrears as of March 2026.
- [21] I have reviewed the Landlord's evidence and submissions, and I find that the Landlord has established that the Tenant's rental arrears of \$11,050.00 were not paid in full by March 21, 2026, within ten days of the Second Notice being served. This is supported by the Landlord's testimony, the submitted rent ledger and the e-Transfer notices.
- [22] Therefore, the Second 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.*
- [23] I find that the evidence does not establish that the Second Notice was waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act.
- [24] I further find that the Tenant did not file an application with the Rental Office disputing the Second Notice under clause 60(4)(b) of the Act.
- [25] As a result, I find that the Tenant is deemed to have accepted the Second 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.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective **5:00 p.m. on April 14, 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 7th day of April, 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.