

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 an apartment in a multi-unit building owned by the Landlord.
- [5] On March 19, 2021, the Tenant and another individual (who is no longer residing at the Unit) entered into a written fixed-term tenancy agreement for the Unit effective from May 1, 2021, to April 30, 2022. The tenancy agreement then continued on a monthly basis. Rent is \$1,369.00 monthly, due on the first day of the month. A \$1,000.00 security deposit was paid on March 20, 2021.
- [6] On February 7, 2026, the Landlord served the Tenant a *Form 4(A) Eviction Notice* with an effective date of February 26, 2026 (the "Notice") for non-payment of rent, in the amount of \$1,400.00. The Landlord served the Notice by posting a copy to the Unit's door.
- [7] The earliest vacate date for the Notice is February 27, 2026, due to the minimum notice period required under subsection 60(1) of the Act. For this reason, the Notice's vacate date is automatically corrected to February 27, 2026, under section 54.
- [8] On March 2, 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 (the "Application"). The Landlord posted a copy of the Application to the Unit's door on the same date.
- [9] The Landlord is also seeking compensation for rent owing, which is determined in Order LD26-127.
- [10] On March 18, 2026, the Rental Office emailed the Landlord notice of a teleconference hearing scheduled for April 7, 2026. The Landlord served the Tenant a copy of the notice of hearing by posting it to the Unit's door.
- [11] On April 7, 2026, the Rental Office notified the Landlord that the hearing was being postponed to allow the Landlord to determine whether the Tenant was still living in the Unit.
- [12] On April 7, 2026, the Tenant contacted the Rental Office and stated she was still living in the Unit. The Tenant provided the Rental Office with her telephone number and email address. The Tenant was notified that the hearing would be rescheduled.
- [13] On April 8, 2026, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for April 14, 2026.
- [14] On April 9, 2026, the Rental Office emailed the parties a 10-page PDF evidence package.
- [15] On April 14, 2026, the Landlord's representative (the "Representative") and the Representative's translator joined the teleconference hearing at the scheduled time of 9:00 a.m. 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 proceeded 10 minutes after the scheduled time.

- [16] The Representative confirmed that he received the evidence package and confirmed that all the evidence he submitted was included. The Tenant submitted no documents or evidence.
- [17] After the hearing, the Representative submitted additional evidence, which was forwarded to the Tenant. The Tenant did not submit any response to the Landlord's additional evidence.

ISSUE

- A. Must the Tenant vacate the Unit due to non-payment of rent?

ANALYSIS

- [18] 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.
- [19] 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.
- [20] The Representative stated that the Tenant did not pay rent for February 2026 and that he served the Tenant with the Notice on February 7, 2026. The Representative stated that he mistakenly wrote on the Notice that the Tenant failed to pay \$1,400.00; however, the Tenant's rent is \$1,369.00.
- [21] The Representative stated that the Tenant also failed to pay rent for March 2026 and April 2026.
- [22] After the hearing, the Representative submitted copies of the Tenant's recent e-Transfer records as evidence. The last e-Transfer payments were made on December 31, 2025, and January 1, 2026, for January 2026's rent.
- [23] I have reviewed the Representative's evidence and submissions, and I find that the Representative has established that the Tenant's rental arrears of \$1,369.00 were not paid in full by February 17, 2026, within ten days of the Notice being served. This is supported by the Representative's testimony and the submitted e-Transfer notices.
- [24] 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.
- [25] 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.
- [26] I further find that the Tenant did not file an application with the Rental Office disputing the Notice under clause 60(4)(b) of the Act.
- [27] As a result, I find that the Tenant is deemed to have accepted the 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 23, 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 16th 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.