

INTRODUCTION

- [1] This decision determines the eviction dispute in two applications 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, repeatedly late rent payments, an unreasonable number of occupants, behaviour disturbing others and illegal activity. The Tenants dispute the eviction.

DISPOSITION

- [3] I find that the Tenants and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [4] The Unit is located in a three-bedroom, two-bathroom mobile home (the "Mobile Home") that the Landlord has owned since around the end of July 2018. The Landlord lived in the Unit until around August of 2025.
- [5] The Landlord rents a mobile home site from the mobile home park's property owner.
- [6] Around September 1, 2025 the Landlord and the Tenants started a monthly tenancy agreement for the Unit. The Tenants paid a security deposit of \$1,500.00. Rent in the amount of \$2,000.00 is due on the first day of the month. The tenancy agreement excluded one of the Mobile Home's bedrooms, which the Landlord used for personal property storage.
- [7] On February 26, 2026 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* dated February 23, 2026 with a vacate date of March 31, 2026 (the "Notice") for non-payment of rent in the amount of \$500.00, repeatedly late rent payments, an unreasonable number of occupants, behaviour disturbing others and illegal activity.
- [8] On February 26, 2026 the Tenants text-messaged the Landlord an image of the Notice.
- [9] On March 24, 2026 one of the Tenants ("TI") signed a *Form 10 Undertaking* which stated in part that TI would not contact the Landlord under any circumstances.
- [10] On March 25, 2026 TI signed a document permitting the other tenant ("RG") to represent him regarding the Rental Office dispute.
- [11] On March 25, 2026 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office disputing the Notice, which is determined in this decision. The Tenant Application also seeks tenancy agreement information, repairs and other matters, which are determined in Order LD26-136.
- [12] On April 1, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking vacant possession of the Unit, for the Sheriff to put the Landlord in possession, and earlier termination, which are determined in this decision. The Landlord Application also seeks rent owing and the return of personal property, which are determined in Order LD26-136.
- [13] On April 14, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for April 28, 2026.
- [14] On April 22, 2026 the Rental Office sent the parties a 34-page PDF evidence package.

- [15] On April 22, 2026 the Landlord submitted to the Rental Office and provided the Tenants with two additional pages of evidence regarding service of the Notice.
- [16] On April 28, 2026 the Landlord joined the teleconference hearing. I telephoned RG and left a voicemail message to join the teleconference immediately if RG would be participating in the hearing. I also emailed RG an additional copy of the evidence package and the teleconference hearing instructions. The hearing proceeded in the Tenants' absence about ten minutes after the scheduled hearing time. The Landlord confirmed that all evidence that they submitted to the Rental Office was included in the evidence package and the additional evidence.

ISSUE

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

ANALYSIS

Non-Payment of Rent

- [17] For the reasons below, I find that the Tenants must vacate the Unit due to non-payment of rent.
- [18] The Landlord's evidence is summarized as follows. The Tenants paid the \$2,000.00 monthly rent in full from September 2025 to January 2026. The Tenants paid \$1,500.00 for February 2026 rent near the beginning of the month but did not pay the \$500.00 balance. The Tenants have not paid March 2026 or April 2026 rent.
- [19] Subsection 60(1) of the *Act* 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 Tenants were responsible for paying February 2026 rent in full by February 1, 2026. The evidence presented establishes that \$500.00 was owing as of February 26, 2026, the date that the Notice was served to the Tenants.
- [21] The rent owing was not fully paid within ten days of service because the amount of \$500.00 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.*
- [22] As a result, I find that the Landlord has established a valid basis for ending the tenancy agreement for non-payment of rent under subsection 60(1) of the *Act*.
- [23] The Tenants and all occupants must vacate the Unit by the timeline below.

Other Grounds for Termination

- [24] The Notice also provides grounds for ending the tenancy under clauses 61(1)(b), (c), (d) and (e) of the *Act*, which state:
- A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*
- (b) the tenant is repeatedly late in paying rent;*
 - (c) there is an unreasonable number of occupants in the tenant's rental unit;*

- (d) *the tenant or a person permitted on the residential property by the tenant has*
- (i) *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
 - (ii) *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*
 - (iii) *put the landlord's property at significant risk;*
- (e) *the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that*
- (i) *has caused or is likely to cause damage to the landlord's property,*
 - (ii) *has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*
 - (iii) *has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant;*

- [25] The Landlord provided testimony regarding the other grounds for termination in the Notice. The Landlord also submitted into evidence correspondence with Charlottetown Police Services, a letter from the Interim Chief of Police, and a copy of TI's *Form 10 Undertaking*.
- [26] The Tenants were required to file an application disputing the Notice by Monday, March 10, 2026 under clauses 60(4)(b) and 61(5) of the *Act* and section 33 of the *Interpretation Act*, RSPEI 1988, I-8.1
- [27] The evidence establishes that the Tenant Application was not filed with the Rental Office until March 25, 2026, over two weeks past the filing timeline.
- [28] Therefore, the Tenants are also deemed to have accepted the Notice and the tenancy also ends by operation of law under subsections 60(5) and 61(6). I do not have authority to waive the operation of these deeming provisions.
- [29] 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*.
- [30] For these reasons, I find that the Notice is valid and the claim in the Landlord Application for possession of the Unit is allowed. The claim in the Tenant Application disputing the Notice is denied.
- [31] As the Notice's vacate date (March 31, 2026) has already passed, determining the Landlord Application's earlier termination claim would not end the tenancy earlier. As a result, I will not determine the earlier termination claim.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on May 5, 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 28th day of April, 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.