

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlords seek an order requiring the Tenant to vacate the Unit.

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 a duplex (the “Residential Property”) owned by the Landlords.
- [5] The Tenant and the Landlords entered into a written fixed-term tenancy agreement for the Unit effective from December 1, 2024, to December 1, 2025. The tenancy agreement then continued as a month-to-month tenancy. Rent is \$1,500.00 monthly, due on the first day of the month. A \$1,500.00 security deposit was paid at the beginning of the tenancy.
- [6] On February 20, 2026, the Landlords served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of March 22, 2026 (the “First Notice”) for behaviour issues. The First Notice was served by posting a copy on the Unit’s door.
- [7] The earliest vacate date for the First Notice is March 31, 2026, due to the minimum notice period required under subsection 61(3) of the Act. The First Notice’s vacate date is corrected to March 31, 2026, by operation of law, under section 54.
- [8] On March 11, 2026, the Landlords served the Tenant with a second *Form 4(A) Eviction Notice*, effective March 31, 2026 (the “Second Notice”), for failing to pay rent of \$1,500.00. The Second Notice was served by posting a copy on the Unit’s door.
- [9] On March 11, 2026, the Landlords served the Tenant with a third *Form 4(A) Eviction Notice*, with an effective date of April 30, 2026 (the “Third Notice”), for repeated late rent payments. The Third Notice was served by posting a copy on the Unit’s door.
- [10] On April 7, 2026, the Landlords emailed 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 Landlords in possession (the “Application”). The Application was served on the Tenant by posting a copy on the Unit’s door.
- [11] The Landlords are also seeking compensation for rent owing, which is determined in Order LD26-138.
- [12] On April 10, 2026, the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 23, 2026.
- [13] On April 16, 2026, the Rental Office emailed the parties a 67-page PDF evidence package.
- [14] On April 22, 2026, at the Tenant’s request, the Rental Office rescheduled the teleconference hearing to April 24, 2026.

- [15] On April 24, 2026, one of the Landlords (the "Landlord"), representing both Landlords, the Landlords' representative (the "Representative"), and the Tenant called into the teleconference hearing. The Tenant stated that she was unable to open the evidence package for review. The Representative stated he would serve the Tenant a paper copy of the evidence package. The parties were notified that the hearing would be adjourned.
- [16] On April 24, 2026, the Rental Office emailed the parties notice of a second rescheduled teleconference hearing for April 27, 2026.
- [17] On April 27, 2026, the Landlord, the Representative, and the Tenant participated in a teleconference hearing. The parties confirmed receipt of the evidence package and confirmed that it contained all submitted evidence.
- [18] On April 28, 2026, the Tenant submitted additional evidence to the Rental Office.
- [19] On April 29, 2026, the Tenant's additional evidence was forwarded to the Landlords, with a response deadline of April 30, 2026. The Landlords did not submit any response to the Tenant's additional evidence.

ISSUE

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

ANALYSIS

- [20] The onus is on the Landlords, as the parties asserting their claims against the Tenant, to provide clear evidence to establish their claims on a balance of probabilities.
- [21] The Landlords' reason for terminating the tenancy in the Second 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.*
- [22] The Landlord stated that the Tenant did not pay rent for March 2026 and that the Tenant was served with the Second Notice on March 11, 2026. The Landlord stated that the Tenant had not paid rent for March 2026 or April 2026, for a total of \$3,000.00.
- [23] The Tenant stated that she received the Second Notice. The Tenant stated that she had not paid rent for March 2026 or April 2026 due to financial difficulties.
- [24] Based on the parties' testimony and documentary evidence, I find that the Landlords have established that the Tenant's March 2026 rental arrears of \$1,500.00 were not paid in full by March 21, 2026, within 10 days after receiving the Second Notice.
- [25] 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.
- [26] 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.

[27] As the Landlords have established a valid basis for terminating the tenancy agreement in the Second Notice, I will not determine the Landlords' other reasons for eviction.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on May 8, 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 1st day of May, 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.