

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 Landlord seeks an order requiring the Tenants to vacate the Unit.

DISPOSITION

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

BACKGROUND

- [4] The Unit is a three-bedroom, two-bathroom townhouse owned by the Landlord.
- [5] The Tenants and the Landlord entered into a written monthly tenancy agreement for the Unit, effective December 15, 2023. Rent is \$1,099.00 monthly, due on the first day of the month. A security deposit was not required.
- [6] On March 18, 2026, the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of April 8, 2026 (the "Notice") for failure to pay rent totalling \$30,240.00. The Notice was served to the Tenants by delivering a copy to them.
- [7] On April 23, 2026, the Landlord emailed the Rental Office a *Form 2(B) Landlord Application to Determine Dispute*, seeking vacant possession of the Unit. On April 23, 2026, the Landlord served the Form 2(B) by posting a copy on the Unit's door.
- [8] On April 26, 2026, the Landlord emailed the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application"), continuing to seek vacant possession of the Unit. On April 26, 2026, the Landlord served the Application by delivering a copy to the Tenants.
- [9] The Landlord is also seeking rent owing, which is determined in **Order LD26-155**.
- [10] On May 1, 2026, the Rental Office mailed the Tenants and emailed the Landlord notice of a teleconference hearing scheduled for May 14, 2026. On May 4, 2026, the Landlord also served the notice of hearing by delivering a copy to the Tenants.
- [11] On May 7, 2026, the Rental Office telephoned the Tenants, but the call went unanswered. No voicemail was available.
- [12] On May 8, 2026, the Rental Office telephoned the Tenants again, but the call went unanswered. No voicemail was available.
- [13] On May 8, 2026, the Rental Office emailed the Landlord a 42-page PDF evidence package. On May 8, 2026, the Landlord served the evidence package by delivering a copy to the Tenants.
- [14] On May 14, 2026, the Landlord's representative (the "Representative") and three Landlord witnesses participated in the teleconference hearing. I called the Tenants twice; however, there was no answer and no voicemail available. The hearing proceeded ten minutes after the scheduled time.
- [15] The Representative confirmed receipt of the evidence package and confirmed that it contained all submitted evidence. The Tenants submitted no evidence.

ISSUE

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

ANALYSIS & FINDINGS

- [16] The onus is on the Landlord, as the party asserting its claims against the Tenants, to provide clear evidence to establish those claims on a balance of probabilities.

- [17] The Landlord's reason for terminating the tenancy in the 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.

- [18] The Representative's undisputed evidence is that the Tenants have not paid any rent since moving into the Unit on December 15, 2023. The Tenants owe prorated rent of \$567.00 for December 2023. The Tenants also owe rent totalling \$30,772.00 (28 months) from January 1, 2024, to April 30, 2026. The Tenants are \$31,339.00 in rental arrears as of April 30, 2026. The Tenants also owe rent for May 2026.

- [19] The Tenants were required to pay the rent to the Landlord in person by cheque, cash, or debit. The Representative stated that the large rental arrears were due to the Landlord's staff turnover and that the Tenants' failure to pay rent was not noticed until recently.

- [20] The Landlord submitted into evidence a rental ledger and copies of correspondence the Landlord sent to the Tenants regarding the rental arrears. The Landlord also submitted into evidence the Representative's case notes, dated April 13, 2026, detailing the Representative's conversation with the Tenants regarding the rental arrears.

- [21] Based on the Representative's undisputed testimony and documentary evidence, I find that the Landlord has established that the Tenants' rental arrears set out in the Notice of \$30,240.00 were not paid in full by March 28, 2026, within 10 days after receiving the Notice.

- [22] 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.*

- [23] 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.

- [24] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on May 22, 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 15th 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.