

## INTRODUCTION

- [1] This decision addresses an application filed by the Tenants with the Residential Tenancy Office (the “Rental Office”) pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord served an eviction notice to the Tenants for non-payment of rent under subsection 60(1) of the *Act*.
- [3] The Tenants disputed the eviction notice under clause 60(4)(b).

## BACKGROUND

- [4] The Tenants moved into the Unit on March 1, 2026, under a written, fixed-term tenancy agreement. Rent in the amount of \$1,300.00 is payable on the first day of the month. A \$1,300.00 security deposit was paid prior to the Tenants moving into the Unit.
- [5] On April 11, 2026, the Landlord served the Tenants with the first *Form 4(A) Eviction Notice* with a vacate date of May 1, 2026 (the “First Notice”) for non-payment of April rent, in the amount of \$1,300.00.
- [6] On April 17, 2026, one of the Tenants filed with the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) on behalf of the Tenants disputing the First Notice. The Application was e-mailed to the Landlord.
- [7] On April 29, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for May 14, 2026.
- [8] On May 4, 2026, the Landlord served the Tenants with the second *Form 4(A) Eviction Notice* with a vacate date of May 24, 2026 (the “Second Notice”) for non-payment of May rent, in the amount of \$1,300.00.
- [9] Collectively, the First Notice and the Second Notice are referred to as the “Notices.”
- [10] On May 5, 2026, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the Tenants’ security deposit and rent owing. This application will be determined in Order LD26-157.
- [11] On May 8, 2026, the Rental Office sent the parties a 15-page PDF evidence package.
- [12] On May 14, 2026, the Tenants and the Landlord participated in the tele-hearing. The Tenants confirmed that they received the evidence package and all evidence submitted to the Rental Office was included. The Landlord did not appear to know about the evidence package. The Landlord described receiving only the notice of hearing and accompanied documents. I e-mailed the evidence package to the Landlord at the beginning of the hearing.

## DISPOSITION

- [13] The First Notice is valid and the Application is denied.
- [14] The Tenants and all occupants must vacate the Unit, in accordance with the timeline below.

## ISSUE

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

**ANALYSIS & FINDINGS**

- [15] In eviction disputes, the Landlord has the onus to prove that there is valid reason to end the tenancy on the civil standard of a balance of probabilities.
- [16] The Landlord's reason for terminating the tenancy in the Notices is under subsection 60(1), 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.*
- [17] A copy of the tenancy agreement was not submitted into evidence; however, the parties did not dispute the rent amount or the date that rent is due.
- [18] The evidence presented establishes that the Tenants did not pay the Landlord April 2026's rent. The Landlord served the Tenants the First Notice on April 11, 2026 for non-payment of April's rent.
- [19] The Tenants filed the Application to dispute the First Notice under clause 60(4)(b). The Tenants stated that they did not have the rent money to pay the Landlord within ten days of receiving the First Notice. The Tenants stated that there was an error while going through their social assistance program, which caused a delay in paying the rent money.
- [20] The evidence further establishes that the Landlord and the Tenants had an oral conversation sometime at the end of April 2026. The Tenants told the Landlord that they had the rent money for April and May 2026, in the amount of \$2,600.00. However, the Landlord refused to accept the Tenants' payment.
- [21] The parties disputed some particulars of the conversation; however, the evidence establishes that the Tenants offered to pay rent and the Landlord refused to accept the late April 2026 rent.
- [22] I find that the Landlord has established that the Tenants owe April 2026 rent, in the amount of \$1,300.00 and May 2026 rent.
- [23] I further find that, despite filing the Application, the Tenants did not pay the outstanding rent on the First Notice within ten days of receiving the First Notice. If the Tenants paid the Landlord \$1,300.00 by April 21, 2026, then the First Notice would have been automatically invalid.
- [24] However, the evidence establishes that the Tenants did not offer to pay the outstanding rental arrears until after the ten days had passed, which the Landlord refused because he wished to end the tenancy.
- [25] Despite the Tenants' hardships and the funding error, I find that these are not acceptable reasons for not paying rent in full and on time under the *Act*.
- [26] I find that the evidence does not establish that the First Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.
- [27] Therefore, I find that the First Notice is valid and the Application is denied.
- [28] Despite finding the First Notice to be valid, for further clarity, I find that the Second Notice is invalid. The evidence establishes that the Tenants offered to pay May's rent before it was due, which the Landlord stated that he refused to accept. In those circumstances, the Landlord cannot refuse to accept rent and then serve an eviction notice for non-payment of rent and expect the eviction notice to be upheld.

**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.) Cody Burke

---

**Cody Burke**  
**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.