

## 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 Tenant to vacate the Unit.

## DISPOSITION

- [3] The Tenant must vacate the Unit by the timeline below for non-payment of rent.

## BACKGROUND

- [4] The Unit is a motel room in a multi-unit building, owned by the Landlord.
- [5] On March 9, 2025, the parties entered into an oral monthly tenancy agreement for the Unit. Rent is \$850.00 monthly, due on the first day of the month. A \$500.00 security deposit was paid by June 1, 2025.
- [6] On March 30, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 19, 2026 (the “Notice”) for failure to pay rent totalling \$2,040.00. The Notice was served by posting a copy to the Unit’s door.
- [7] On April 20, 2026, the Landlord emailed the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”), seeking vacant possession of the Unit. On April 20, 2026, the Landlord served the Application by posting a copy to the Unit’s door.
- [8] The Landlord is also seeking rent owing, which is determined in **Order LD26-170**.
- [9] On May 6, 2026, the Rental Office mailed the Tenant and emailed the Landlord notice of a tele-hearing scheduled for May 21, 2026. The Landlord also posted a copy to the Unit’s door.
- [10] On May 6, 2026, the Rental Office telephoned the Tenant, but the Tenant’s phone was not in service.
- [11] On May 15, 2026, the Rental Office emailed the Landlord an 11-page PDF evidence package. The Landlord served a copy of the evidence package by posting a copy to the Unit’s door.
- [12] On May 21, 2026, the Landlord’s representative (the “Representative”) participated in the tele-hearing. I called the Tenant twice and left a voicemail. The Tenant did not call in to the hearing, and the hearing proceeded 10 minutes after the scheduled start time.
- [13] The Representative confirmed receipt of the evidence package and confirmed that it contained all submitted evidence. The Tenant submitted no evidence.

## ISSUE

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

## ANALYSIS & FINDINGS

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

- [15] 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.*

- [16] The Representative's undisputed evidence is that the Tenant had difficulty paying rent in full since August 2025. The Tenant advised the Representative that he was having financial difficulties. The Representative stated the Tenant paid rent by cash, debit or both. Sometimes the Tenant would pay rent in two installments during the month.

- [17] The Representative has not seen or spoken to the Tenant since March 27, 2026. The Representative inspected the Unit on April 14, May 1, and May 11, after posting a 24-hour notice of inspection. The Tenant's personal property is still in the Unit, and the Representative does not know if the Tenant is still living in the Unit or if the Unit is abandoned. The Representative has tried calling and texting the Tenant, but he has received no response. The documents the Representative posted to the Unit's door have not been removed.

- [18] The Representative stated that when the Notice was served on March 30, 2026, the Tenant owed the Landlord \$2,040.00. A rental ledger and copies of rent receipts were submitted as evidence.

- [19] Based on the Representative's undisputed testimony and documentary evidence, I find that the Landlord has established that the Tenant's rental arrears set out in the Notice of \$2,040.00 were not paid in full by April 9, 2026, within 10 days after receiving the Notice.

- [20] 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.*

- [21] 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.

- [22] The Application is allowed.

### **IT IS THEREFORE ORDERED THAT**

1. The tenancy between the parties will terminate effective **5:00 p.m. on June 1, 2026.**
2. The Tenant 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 25th day of May, 2026.

(sgd.) Mitch King

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**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.