

INTRODUCTION

- [1] This decision addresses two applications filed by the Tenant and the Landlord with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord served two eviction notices to the Tenant for non-payment of rent, non-payment of the security deposit and repeatedly late rent payments under clauses 60(1), 61(1)(a) and (b).
- [3] The Tenant disputes one of the eviction notices and the Landlord seeks an order requiring the Tenant and all occupants to vacate the Unit.

BACKGROUND

- [4] The Unit is a three-bedroom, one-bathroom basement apartment in a split-entry dwelling, owned by the Landlord.
- [5] On February 13, 2026, the parties signed a written, fixed-term tenancy agreement for the Unit beginning March 1, 2026. Rent in the amount of \$1,480.00 is due on the first day of the month. A \$1,000.00 security deposit was required to be paid by March 1, 2026. Electricity is the Tenant's responsibility.
- [6] On February 25, 2026, the Tenant paid the Landlord \$400.00 in cash towards the security deposit.
- [7] On March 26, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with a vacate date of April 1, 2026 for not paying the security deposit. For the reasons below, I find that the March 26 eviction notice is invalid.
- [8] This eviction notice was missing the year "2026" from its date. Section 53 of the *Act* requires an eviction notice to be dated. Further, the Tenant's evidence suggests she attempted to dispute this eviction notice, however, provided insufficient evidence to support filing a complete application with the Rental Office and serving it to the Landlord.
- [9] On April 2, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with a vacate date of May 1, 2026 (the "Notice") for non-payment of rent, not paying the security deposit and repeatedly late rent payments. The particulars of termination state:

"Only received \$400 of \$1000 for damage/security. Also have not received rent for March 2026, hence previous eviction notice."
- [10] On April 9, 2026 after 4:00 p.m. the Tenant e-mailed the Rental Office and the Landlord a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application"), selecting numerous claims, but essentially disputing the Notice. The Tenant is also seeking a determination against the Landlord, which will be determined in Order LD26-180. The Tenant Application was not filed until April 10, 2026 by operation of law.
- [11] The Tenant attempted to file several other applications with the Rental Office, selecting numerous claims. These other applications were rejected because the Tenant Application already included the relevant claims and the remaining claims were trivial, vexatious, and an abuse of process (see clause 77(1)(ii)).
- [12] On May 1, 2026, the Landlord e-mailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") seeking vacant possession of the Unit. The Landlord is also seeking rent owing, which will be determined in Order LD26-180.

- [13] On May 13, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for May 28, 2026. The Tenant e-mailed the Rental Office requesting an adjournment, which was allowed.
- [14] On May 20, 2026, the Rental Office e-mailed the parties a new notice of a tele-hearing scheduled for May 29, 2026.
- [15] On May 22, 2026, the Rental Office provided the parties a 115-page PDF and 1-video evidence package.
- [16] On May 27, 2026, the Tenant e-mailed the Rental Office requesting another adjournment, without providing a reason. The adjournment was denied.
- [17] On May 29, 2026 at 7:13 a.m. the Tenant e-mailed the Rental Office again requesting a further adjournment. The Tenant stated she would not attend the tele-hearing and provided two photographs supporting the reason for the adjournment.
- [18] On May 29, 2026 at 8:06 a.m. the Rental Office e-mailed the Tenant again denying the adjournment request. The Rental Office also informed the Tenant that she may have a representative at the tele-hearing and provided an estimation for the tele-hearing's time commitment.
- [19] On May 29, 2026 at 9:10 a.m. the Landlord and the Landlord's witness participated in the tele-hearing. I telephoned the Tenant twice and received no response. The tele-hearing proceeded ten minutes after the scheduled time in the Tenant's absence. The Landlord confirmed that he received the evidence package and confirmed that all documentary evidence was included. The Landlord stated that he did not see some of the video-recordings in the evidence, which were submitted to prove all documents were served to the Tenant. I noted that only one video-recording was submitted to the Rental Office.

DISPOSITION

- [20] The Notice is valid and the Tenant and all occupants must vacate the Unit, in accordance with the timeline below.

ISSUE

- A. Must the Tenant vacate the Unit due to the Notice?

ANALYSIS & FINDINGS

- [21] 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.
- [22] The Landlord's reasons for terminating the tenancy in the Notice are under clauses 60(1), 61(1)(a) and (b) of the *Act*, which state:

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.

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

- (a) the tenant does not pay the security deposit within 10 days of the date it is required to be paid under the tenancy agreement;*
(b) the tenant is repeatedly late in paying rent.

- [23] The Landlord's first reason for ending the tenancy in the Notice is for non-payment of rent, which includes non-payment of utilities.
- [24] The Landlord stated that the Tenant was suppose to pay March 2026's rent and the security deposit before moving into the Unit. However, the Tenant only paid \$400.00 of the security deposit in cash and has not paid the remaining balance of the security deposit, and has not paid March 2026, April 2026 and May 2026 rent plus the electricity bill for March, April and May 2026.
- [25] The Landlord stated that the Tenant's submissions stated that she paid rent but the Landlord disputed this claim. The Landlord stated that social services provided the Tenant with \$1,266.00, and on March 17, 2026 the Tenant did offer to pay \$1,200.00; however, the Landlord stated that he refused to accept the money. The Landlord stated that the Tenant had too many excuses and was suppose to pay the full amount of the security deposit and March 2026's rent before March 1, 2026.
- [26] The Landlord stated that he requested the Tenant pay via e-Transfer. The Landlord stated that he did not give a receipt for the \$400.00 security deposit payment.
- [27] The Landlord stated that the first eviction notice was served because the security deposit was not paid. The Landlord stated that the Notice was served because the Tenant did not pay April 2026's rent, which also included the outstanding rent for March 2026.
- [28] The evidence establishes that the Tenant filed the Tenant Application under clauses 60(4)(b) and 61(5) of the *Act* disputing the Notice. However, the Tenant's evidence has inconsistencies regarding whether the money owed was paid and numerous excuses surrounding having to wait for third-party organizations and institutions to provide her with funds to help with the rental arrears and the outstanding security deposit.
- [29] The Tenant was required to pay the rent when it was due under the tenancy agreement (see subsection 19(1) of the *Act*). I find that the evidence establishes that the Tenant did not pay April 2026's rent specifically by April 1, 2026. On April 2, 2026, the date the Notice was served, the Tenant owed April 2026's rent and also March 2026's rent.
- [30] As of the hearing date, the Tenant now owes \$4,440.00 in rental arrears, plus outstanding utilities.
- [31] I find that the Tenant Application is denied. The Notice is valid for non-payment of rent. I will not determine the other reasons in the Notice.
- [32] The Landlord Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on June 5, 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 29th 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.