

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 and all occupants to vacate the Unit.

DISPOSITION

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

BACKGROUND

- [4] The Unit is one-half of a duplex owned by the Landlord.
- [5] On July 1, 2019, the Tenant and his spouse moved into the Unit. The tenancy agreement was in the Tenant’s spouse’s name. The Tenant’s spouse moved out around June 21, 2025.
- [6] In June 2025, the Tenant and the Landlord entered into a new, oral monthly tenancy agreement for the Unit. Rent is \$120.00 per month, due on the 27th or 28th of the month. A security deposit was not required.
- [7] On April 7, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 27, 2026 (the “Notice”) for failure to pay rent totalling \$2,578.00 and repeatedly late rent payments. The Notice was served by posting a copy to the Unit’s door.
- [8] On May 1, 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 May 1, 2026, the Landlord served the Application by posting a copy to the Unit’s door.
- [9] The Landlord is also seeking rent and utilities owing, which is determined in **Order LD26-184**.
- [10] On May 12, 2026, the Rental Office emailed the Landlord notice of a tele-hearing scheduled for May 28, 2026. The Landlord served the notice of hearing by posting a copy to the Unit’s door.
- [11] On May 13, 2026, the Rental Office mailed the Tenant notice of the tele-hearing by registered mail.
- [12] On May 22, 2026, the Rental Office shared a 51-page PDF evidence package with the Landlord via TitanFile. The Landlord served the Tenant a copy of the evidence package by posting a copy to the Unit’s door.
- [13] On May 26, 2026, the Rental Office emailed the Landlord notice of a rescheduled tele-hearing for May 29, 2026. The Landlord served the rescheduled notice of hearing by posting a copy to the Unit’s door.
- [14] On May 29, 2026, the Landlord’s representative (the “Representative”) and the Landlord’s witness participated in the tele-hearing. I telephoned the Tenant, and he stated that he would not be participating in the tele-hearing.
- [15] The Representative confirmed receipt of the evidence package and confirmed that it contained all submitted evidence. The Tenant submitted no evidence.
- [16] On May 29, 2026, after the tele-hearing, the Landlord submitted additional evidence. The Landlord’s additional evidence was emailed to the Tenant with a response deadline of June 1, 2026. The Tenant submitted no response evidence.

- [17] On June 2, 2026, I requested additional submissions from the parties regarding the amount of rent and utilities owing. On June 3, 2026, the Landlord provided additional evidence, which was emailed to the Tenant with a response deadline of 8:00 a.m. on June 4, 2026. The Tenant provided no submissions.

ISSUE

- A. Must the Tenant and all occupants vacate the Unit due to non-payment of rent and utilities?

EVIDENCE

- [18] 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.
- [19] The Landlord's first 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.

The Representative's evidence and submissions

- [20] The Representative stated that as of the date of the hearing, the Tenant owes the Landlord **\$2,764.89** (\$895.00 rent + \$1,869.89 utilities).
- [21] The Tenant moved into the Unit with his spouse in 2019, and the tenancy agreement and electricity service were in his spouse's name. His spouse moved out around June 21, 2025, and the Landlord and Tenant entered into a new oral tenancy agreement.
- [22] The Tenant's rent is based on the Tenant's income. In 2025, the Tenant's rent was \$124.00 monthly. Between July and December 2025, the Tenant owed \$744.00 in rent but paid only \$449.00, resulting in \$295.00 in rental arrears for 2025.
- [23] In 2026, the Tenant's rent decreased to \$120.00. The Tenant has paid no rent in 2026. The Tenant owes the Landlord \$600.00 in rent from January to May 2026. The Tenant's total rental arrears for 2025 and 2026 are \$895.00. A rental ledger was submitted as evidence.
- [24] The Landlord advised the Tenant in mid-July 2025 that he would have to have the electricity put in his own name after his spouse moved out, as electricity was an excluded service. The Tenant requested an extension due to the service provider's required deposit. A temporary arrangement was made for the Landlord to pay for the electricity until the Tenant could secure the required funds. The Landlord did not require the Tenant to pay for electricity from mid-July up to August 8, 2025.
- [25] In September 2025, the Tenant paid \$50.00 towards the electricity expenses, but did not make any further payments. On February 12, 2026, the parties entered into a written agreement stating that the Tenant would start paying the Landlord the outstanding rent and electricity expenses by the end of February 2026, and have the electricity transferred into his name by April 1, 2026. The Tenant made no further payments towards the electricity expenses, and the electricity has not been put in his name.
- [26] The Tenant's total outstanding electricity arrears between August 9, 2025 and May 28, 2026, are \$1,869.89. Copies of the Unit's utility bills were submitted as evidence.

- [27] The Representative stated that when the Notice was served on April 7, 2026, the Tenant owed the Landlord \$2,578.00 in rent and utilities. The Tenant did not make any payments towards the rent owing or electricity expenses after the Notice was served.

ANALYSIS & FINDINGS

- [28] Subsection 60(6) of the Act states:

A landlord may treat unpaid utility charges as unpaid rent and may give a notice of termination under this section where

*(a) a tenancy agreement requires the tenant to pay utility charges to the landlord; and
(b) the utility charges are unpaid more than one month after the tenant is given a written demand for payment of them.*

- [29] The evidence establishes that the Tenant agreed in writing to pay utility charges to the Landlord, and that the utility charges remained unpaid for more than one month after the Tenant was given a written demand for payment (February 12, 2026). As such, I find that the Landlord may treat the unpaid utility charges as unpaid rent under subsection 60(6) of the Act.

- [30] Based on the Representative's undisputed testimony and documentary evidence, I find that the Landlord has established that the Tenant's rent and utility arrears of \$2,578.00 set out in the Notice were not paid in full by April 17, 2026, within 10 days after receiving the Notice. Additionally, the Tenant did not file an application to dispute the Notice.

- [31] Therefore, the Notice was not invalidated under clauses 60(4)(a) or (b) of the Act, which state:

*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; or
(b) dispute the notice of termination by making an application to the Director under section 75.*

- [32] 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.

- [33] The Application is allowed.

- [34] As the Landlord has established a valid basis for termination for non-payment of rent, I will not determine the allegation of repeatedly late rent payments.

- [35] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on June 11, 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 4th day of June, 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.