

## 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 an apartment in a six-unit building (the “Residential Property”) owned by the Landlord.
- [5] Around April 1, 2026, the Tenant and the Landlord entered into an oral monthly tenancy agreement for the Unit. Rent is \$1,500.00 per month, due on the first of the month. A security deposit was not required.
- [6] On April 20, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of May 10, 2026 (the “First Notice”) for failure to pay rent of \$1,500.00. The First Notice was served by email and by posting a copy to the Unit’s door.
- [7] On June 2, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with an effective date of June 22, 2026 (the “Second Notice”) for failure to pay rent of \$3,900.00. The Second Notice was served by email and by posting a copy to the Unit’s door.
- [8] The First Notice and the Second Notice will be collectively referred to as “the Notices.”
- [9] On May 11, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking vacant possession of the Unit. The Landlord served the Application by posting a copy to the Unit’s door.
- [10] The Landlord is also seeking rent owing and additional compensation, which is determined in **Order LD26-204**.
- [11] On June 1, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 18, 2026.
- [12] On June 10, 2026, the Rental Office emailed the parties a 33-page PDF evidence package.
- [13] On June 18, 2026, three Landlord representatives (the “Representatives”), the Tenant, and the Tenant’s witness participated in the tele-hearing. The parties confirmed receipt of the evidence package and confirmed that it contained all submitted evidence.
- [14] The parties submitted additional evidence, which was shared with the other party.

## ISSUE

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

**EVIDENCE**

- [15] 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.
- [16] The Landlord's reasons for terminating the tenancy in the Notices are 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 Landlord's evidence and submissions**

- [17] The Representatives stated the Tenant owes the Landlord \$3,900.00 in outstanding rent. The Landlord sent the Tenant messages regarding the rent owing and attempted to work with the Tenant, but the Tenant did not pay the rent. The Tenant owes \$900.00 for April 2026, \$1,500.00 for May 2026, and \$1,500.00 for June 2026. The Tenant made only one payment toward rent on April 24, 2026, in the amount of \$600.00.
- [18] The Representatives disputed the Tenant's claims that the Unit requires repairs. The Representatives stated that if the Unit requires repairs, the Tenant could have filed an application with the Rental Office, but the Tenant was not permitted to withhold rent.

**The Tenant's evidence and submissions**

- [19] The Tenant agreed that he owes the Landlord \$3,900.00 in rent. The Tenant stated that he did not file an application to dispute the Notices.
- [20] The Tenant stated that he did not pay the Landlord rent because the Unit requires repairs and the Landlord is either not performing them or is performing only partial repairs. The Tenant's witness also stated the Unit requires repairs.

**ANALYSIS & FINDINGS**

- [21] Based on the parties' testimony and documentary evidence, I find that the Landlord has established that the Tenant's rent owing as set out in the Notices was not paid in full within 10 days of receiving the Notices. Additionally, the Tenant did not file an application to dispute the Notices.
- [22] Therefore, the Notices were not invalidated or disputed 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.*
- [23] I find that the evidence does not establish that the Notices were waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act.
- [24] Despite the Tenant's position that the Unit requires repairs, subsection 19(1) of the Act states that a tenant shall pay rent when it is due unless they have an express right under the Act to deduct or withhold all or a portion of the rent. In this case, there is no evidence that the Tenant had an express right to deduct or withhold rent.

[25] The Application is allowed. 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 July 2, 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 24th day of June, 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.