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 triplex (the "Residential Property").

[5] On February 7, 2026, the parties entered into an oral monthly tenancy agreement for the Unit. Rent is $1,130.00 per month, due on the first of the month. A security deposit of $1,130.00 was paid on February 23, 2026.

[6] On March 4, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of March 31, 2026 (the "Notice") for failure to pay rent of $1,130.00. The Notice was served by posting a copy to the Unit's door.

[7] On April 16, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application"), seeking to dispute the Notice; however, the Tenant was outside the ten-day timeline under the Act.

[8] The Tenant is also seeking a copy of the tenancy agreement, compensation, and a determination that the Landlord breached the Tenant's right to quiet enjoyment, which is determined in **Order LD26-219**. The Tenant Application was served electronically.

[9] On April 21, 2026, the parties entered into a written fixed-term tenancy agreement for the period of April 21, 2026, to May 31, 2026. The tenancy agreement then continued on a monthly basis.

[10] On May 26, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") seeking vacant possession of the Unit. The Landlord Application was served electronically.

[11] The Landlord is also seeking the rent owing and to keep the security deposit, which is determined in **Order LD26-219.**

[12] On June 5, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 30, 2026.

[13] On June 19, 2026, the Rental Office emailed the parties an updated notice of a tele-hearing scheduled for June 30, 2026.

[14] On June 24, 2026, the Rental Office emailed the parties a 105-page PDF evidence package.

[15] On June 30, 2026, the Landlord called into the tele-hearing. I telephoned the Tenant and left a voicemail, but the Tenant did not call into the tele-hearing. I advised the Landlord that the hearing would be rescheduled to allow the Tenant an opportunity to participate.

[16] On June 30, 2026, the Rental Office emailed the parties notice of a rescheduled tele-hearing for July 3, 2026.

[17] On July 3, 2026, the Landlord called into the tele-hearing. I telephoned the Tenant and emailed him a copy of the tele-hearing notice, but the Tenant did not call in to the tele-hearing. The hearing proceeded ten minutes after the scheduled time. The Landlord confirmed receipt of the evidence package and stated that all evidence he submitted was included. The Tenant submitted no evidence.

ISSUE

A. Must the Tenant and all occupants vacate the Unit?

ANALYSIS & FINDINGS

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

[19] 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.*

[20] The Landlord stated the Tenant owes the Landlord $4,520.00 in outstanding rent calculated as follows: March 2026 ($1,130.00) + April 2026 ($1,130.00) + May 2026 ($1,130.00) + June 2026 ($1,130.00). Additionally, no rent for July 2026 has been paid as of the hearing date.

[21] The Landlord stated that the reason a written tenancy agreement was signed on April 21, 2026, was that the Tenant stated he needed a copy of a written agreement. The Landlord stated that it was a continuation of the oral tenancy agreement entered into on February 7, 2026, and it was not meant to invalidate the Notice.

[22] Based on the Landlord's undisputed testimony and documentary evidence, I find that the Landlord has established that the Tenant's rent owing as set out in the Notice was not paid in full within 10 days of receiving the Notice.

[23] Additionally, the Tenant did not file the Tenant Application seeking to dispute the Notice until April 16, 2026, which was outside the ten-day timeline under the Act.

[24] Therefore, the Notice was not invalidated or disputed within the ten-day timeline 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.*

[25] 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.

[26] The Landlord 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 10, 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 3rd day of July, 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.