

INTRODUCTION

- [1] This decision addresses an application filed by the Landlords with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlords seek an order enforcing an eviction notice for non-payment of rent and requiring the Tenants and all occupants to vacate the Unit.

BACKGROUND

- [3] The Unit is a three-bedroom and two-and-a-half-bathroom townhouse, owned by the Landlords.
- [4] On August 15, 2022 the parties entered into a written, fixed-term tenancy agreement that has renewed each August. Rent in the amount of \$2,250.00 is due on the twenty-first day of each month. The Tenants paid the Landlords a \$2,200.00 security deposit at the beginning of the tenancy.
- [5] On May 22, 2026 the Landlords served the Tenants with a *Form 4(A) Eviction Notice* effective June 12, 2026 for non-payment of rent, in the amount of \$2,250.00 (the “Notice”).
- [6] On July 22, 2026 the Landlords e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* requesting the Sheriff to put the Landlord into possession of the Unit, which is determined in this decision. The Landlords are also seeking a monetary order for rent owing, which is determined in Order LD26-280 (the “Application”).
- [7] On July 24, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for August 6, 2026.
- [8] On July 30, 2026 the Rental Office provided the parties a 52-page PDF evidence package.
- [9] On August 6, 2026 the Landlords’ representative (the “Representative”) and one of the Tenants (the “Tenant”), representing the Tenants, participated in the tele-hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

DISPOSITION

- [10] The Notice is valid and the Tenants and all occupants must vacate the Unit by the timeline below.

ISSUE

- A. Must the Tenants and all occupants vacate the Unit due to the Notice?

ANALYSIS & FINDINGS

- [11] The Landlords’ reason for terminating the tenancy in the Notice is for non-payment of rent 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.
- [12] The parties agreed that the Tenants did not pay May 2026’s rent by May 21, 2026 and that rent was outstanding as of May 22, 2026, the date that the Notice was served.

- [13] The parties agreed that the Tenants made a \$2,250.00 payment on June 22, 2026 for May 2026's rent. However, the Tenants have not paid rent for June 2026 (\$2,250.00) nor July 2026 (\$2,250.00).
- [14] The Tenant stated that beginning in 2024, financial hardship started to impact their ability to pay the rent on time. The Tenant stated that although the rent was often paid late, the rent was always paid. The Tenant stated that this is the first time that the rent fell two months behind.
- [15] The Tenant stated that the rent arrears (\$4,500.00) will be paid between August 14 and 17, 2026.
- [16] The Representative stated that the Landlords want to end the tenancy, but are willing to extend the vacate date to August 21, 2026.
- [17] I find that the evidence presented establishes that the Tenants did not pay the outstanding rent within ten days of receiving the Notice and did not file an application with the Rental Office disputing the Notice.
- [18] Clause 60(4)(a) and (b) 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.
- [19] I further find that the evidence presented does not establish that the Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.
- [20] The Notice is valid. As a result, I find that the Tenants are deemed to have accepted the Notice under subsection 60(5) of the *Act* and the tenancy ends by operation of law.
- [21] The Application is allowed.
- [22] The Tenants 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 August 24, 2026.
2. The Tenants 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 under the *Act*.

DATED at Charlottetown, Prince Edward Island, this 7th day of August, 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.