

INTRODUCTION

- [1] This decision addresses two applications filed by the Tenant and the Landlord with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord served two eviction notices to the Tenant for non-payment of rent and cause-related allegations under subsection 60(1), and clauses 61(1)(d) and (e) of the Act. The Landlord seeks an order requiring the Tenant to vacate the Unit and for earlier termination of the tenancy agreement.
- [3] The Tenant disputes the eviction notices.

BACKGROUND

- [4] The Unit is an apartment in a four-unit building (the “Residential Property”) owned by the Landlord.
- [5] The parties entered into a written, fixed-term tenancy agreement for the Unit effective March 1, 2026 to February 28, 2027. Rent of \$1,400.00 is due on the first day of the month. The Tenant paid a \$1,000.00 security deposit on February 24, 2026.
- [6] On August 6, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* (the “First Notice”) with a vacate date of August 26, 2026, for failing to pay rent of \$1,400.00 for August 2026. The First Notice was served electronically and by posting a copy on the Unit’s door. The particulars of termination state:

“No rent paid for August 2026.”

- [7] On August 7, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* (the “Second Notice”) with a vacate date of September 30, 2026, for disturbing and endangering others or putting the Landlord’s property at significant risk, and engaging in illegal activity on the property. The Second Notice was served electronically and by posting a copy on the Unit’s door. The particulars of termination state:

“1. Stealing building materials and tools, 2. Eve-teasing, 3. Fire hazard, 4. Smoking.”

- [8] On August 7, 2026, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) seeking vacant possession of the Unit and earlier termination of the tenancy agreement. A copy was posted to the Unit’s door.
- [9] On August 12, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”), disputing the First Notice and Second Notice, which are determined in this Order, and seeking compensation, which is determined in Order LD26-302. The Tenant Application was served electronically.
- [10] On August 13, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for August 20, 2026. The Landlord also posted a copy to the Unit’s door.
- [11] The evidence submission deadline was August 18, 2026, at 1:00 pm. The parties were instructed to serve the other party with any evidence and provide a copy to the Rental Office.
- [12] On August 19, 2026, the Landlord’s evidence was shared with the parties via TitanFile (the “Evidence Package”). The Tenant submitted no evidence.

- [13] On August 20, 2026, at 1:00 p.m., the Landlord's representative (the "Representative"), and four Landlord witnesses participated in the tele-hearing. I telephoned the Tenant and emailed him an additional copy of the tele-hearing notice but received no response. The tele-hearing proceeded ten minutes after the scheduled time in the Tenant's absence. I am satisfied that the Tenant was properly notified of the tele-hearing date and time.
- [14] The Representative confirmed that all documentary evidence submitted was included in the Evidence Package.

DISPOSITION

- [15] The First 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 First Notice and the Second Notice?

ANALYSIS & FINDINGS

- [16] In eviction disputes, the Landlord bears the onus of proving a valid reason to end the tenancy on the civil standard of a balance of probabilities.
- [17] The Landlord's reason for terminating the tenancy in the First 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.

- [18] The Representative stated that the Tenant was supposed to pay August 2026's rent by August 1, 2026. However, the Tenant did not pay August 2026's rent and the Landlord served the First Notice on August 6, 2026. The Representative stated that the August rent had not been paid as of the hearing date. Copies of the Landlord's banking records were submitted as evidence.
- [19] The Landlord's reasons for terminating the tenancy in the Second Notice are under clauses 61(1)(d) and (e) of the Act, which state:

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii) put the landlord's property at significant risk;

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i) has caused or is likely to cause damage to the landlord's property,

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant.

- [20] The Representative and the Landlord's witnesses stated that the Tenant has been disturbing other tenants in the Residential Property with inappropriate comments and behaviour, has damaged the Landlord's property, and has taken tools and materials owned by the Landlord. The Tenant also caused smoke damage in the Residential Property due to unattended cooking and had been found to have removed the batteries from the Unit's smoke detectors several times. The Landlord's witnesses do not feel safe with the Tenant living in the Unit.
- [21] The Tenant filed the Tenant Application in part under subsection 60(4) of the Act disputing the First Notice, which states:
- 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.
- [22] The Tenant was required to pay the rent when it was due under the tenancy agreement (see subsection 19(1) of the Act). However, despite the Tenant disputing the First Notice, there is no evidence that the Tenant paid rent to the Landlord for August 2026 to invalidate the First Notice.
- [23] 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 First Notice was not paid within 10 days of receiving the First Notice. Therefore, the First Notice was not invalidated within the ten-day timeline under clause 60(4)(a) of the Act.
- [24] I find that the evidence does not establish that the First Notice was waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act.
- [25] As I have found that the Landlord has established grounds to end the tenancy under the First Notice, I will not determine the other reasons for eviction under the Second Notice.
- [26] It is also unnecessary to determine the Landlord's request for early termination of the tenancy. I find that the Landlord is granted vacant possession of the Unit effective August 27, 2026. This is the earliest possible date at which the Landlord could regain possession of the Unit under the Act.
- [27] The Landlord Application is allowed with respect to vacant possession of the Unit.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on August 27, 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 20th day of August, 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.