

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 Tenants and all occupants to vacate the Unit.

DISPOSITION

- [3] The Tenants and all occupants must vacate the Unit by the timeline below due to nonpayment of rent.

BACKGROUND

- [4] The Unit is one half of a duplex owned by the Landlord.
- [5] The parties entered into a written fixed-term tenancy agreement for the Unit for the period of October 1, 2024, to September 30, 2025. The tenancy then continued monthly. Rent is \$2,200.00 per month, due on the first of the month. The Tenants paid a security deposit of \$1,100.00 on October 31, 2024.
- [6] On August 6, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking vacant possession of the Unit. The Application was served electronically.
- [7] The Landlord is also seeking the rent owing, which is determined in **Order LD26-305**.
- [8] On August 11, 2026, the Landlord emailed the Tenants a first *Form 4(A) Eviction Notice* (the “First Notice”). The First Notice was dated July 2, 2026, and was effective July 18, 2026. The reasons for termination are:

You have not paid your rent in the amount of \$2,200.00;
You are repeatedly late in paying rent;
You have failed to comply with a material term of the tenancy agreement despite written warning.

- [9] On August 11, 2026, the Landlord emailed the Tenants a second *Form 4(A) Eviction Notice* (the “Second Notice”). The Second Notice was dated August 1, 2026, and was effective August 1, 2026. The reasons for termination are:

You have not paid your rent in the amount of \$4,400.00;
You are repeatedly late in paying rent;
You have failed to comply with a material term of the tenancy agreement despite written warning.

- [10] Regarding the grounds of non-payment of rent, the earliest effective date for the First Notice and the Second Notice is August 31, 2026, because subsection 60(1) of the Act requires at least 20 days’ notice. Because the First Notice and the Second Notice were served on August 11, 2026, the effective date is automatically changed to August 31, 2026, under section 54 of the Act.

- [11] Regarding the grounds of repeatedly late rent payments and failing to comply with a material term of the tenancy agreement, the earliest effective date for the First Notice and the Second Notice is September 30, 2026, because subsection 61(3) of the Act requires at least one month's notice ending on the day before rent is payable. Because First Notice and the Second Notice were served on August 11, 2026, the effective date for these grounds automatically changes to September 30, 2026, under section 54 of the Act.
- [12] On August 13, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for August 27, 2026.
- [13] On August 20, 2026, the Rental Office emailed the parties a 27-page PDF evidence package.
- [14] On August 27, 2026, the Landlord and a Tenant, representing both Tenants, participated in the tele-hearing. The parties confirmed receipt of the evidence package, and the Landlord stated that it included all evidence he submitted. The Tenants submitted no documents.

ISSUE

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

ANALYSIS & FINDINGS

- [15] The onus is on the Landlord, as the party asserting his claims against the Tenants, to provide clear evidence to establish those claims on a balance of probabilities.
- [16] The first ground for terminating the tenancy in the First Notice and the Second Notice is under subsection 60(1) of the Act, which states:
- 60(1) 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.*
- [17] The Landlord stated the Tenants owed \$4,400.00 in rent for July and August 2026 when he served the First Notice and the Second Notice. He stated that he dated the First Notice and the Second Notice earlier than the dates on which they were served because he had already spoken to the Tenants about paying the outstanding rent and had provided written warnings.
- [18] The Landlord stated the Tenants paid the outstanding rent for July 2026 on August 21, 2026. He stated that the Tenants still owe \$2,200.00 in rent for August 2026.
- [19] The Tenant agreed with the Landlord's evidence that the July 2026 rent was paid on August 21, 2026, and that the Tenants still owe \$2,200.00 in rent for August 2026.
- [20] The Tenant stated that the Tenants are seeking to vacate the Unit; however, they require more time to find a new place to live.
- [21] The evidence establishes that the Tenants paid the rent owing of \$2,200.00 for July 2026, within ten days of receiving the First Notice. Therefore, I find that this payment invalidated the rent-owing portion of the First Notice under clause 60(4)(a) of the Act.
- [22] The evidence establishes that the Tenants failed to pay the rent owing of \$2,200.00 for August 2026 within the ten-day period of receiving the Second Notice. Additionally, the Tenants did not file an application seeking to dispute the Second Notice.

- [23] Therefore, the Second Notice was not invalidated by payment of the overdue rent or disputed by an application to the Director within the ten-day period under clauses 60(4)(a) and (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.*

- [24] I find that the evidence does not establish that the Landlord waived the Second Notice, that the tenancy was reinstated, or that the parties created a new tenancy under section 74 of the Act.
- [25] As a result, I find that the Tenants are deemed to have accepted the Second Notice under subsection 60(5) of the Act. I find that the Second Notice is valid and the Application is allowed.
- [26] As the Tenants are deemed to have accepted the Second Notice, it is unnecessary to determine whether the evidence establishes the Landlord's additional grounds for termination.
- [27] 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 September 8, 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 by the Act.

DATED at Charlottetown, Prince Edward Island, this 31st 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.