

INTRODUCTION

- [1] This decision addresses two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord served two eviction notices regarding non-payment of rent, behaviour disturbing others, damage and breach of a material term of the tenancy agreement. The Landlord seeks earlier termination of the tenancy.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom rental unit in the lower portion of an over-under duplex (the “Residential Property”) that the Landlord has operated since January 1, 2023.
- [4] The Landlord, one of the Tenants, and two other tenants entered into an earlier tenancy agreement for the Unit. A security deposit in the amount of \$1,650.00 was paid on November 6, 2024.
- [5] On June 26, 2026 the Landlord and the Tenants entered into a written, fixed-term tenancy agreement for the Unit from June 20, 2026 to May 31, 2027. Rent in the amount of \$1,687.95 is due on the first day of the month. The security deposit from the earlier tenancy agreement became the Tenants’ security deposit.
- [6] On August 5, 2026 the Landlord served the Tenants with a first *Form 4(A) Eviction Notice* with a vacate date of August 25, 2026 for non-payment of rent (the “First Notice”).
- [7] On August 26, 2026 the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with a vacate date of September 30, 2026 for non-payment of rent, behaviour disturbing others, damage and breach of a material term of the tenancy agreement (the “Second Notice”).
- [8] On August 27, 2026 the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* seeking an order requiring the Tenants to vacate the Unit and rent owing. The Landlord sent the Tenants this application at the same time it was sent to the Rental Office. The eviction matter is determined in this decision. The Landlord’s rent owing claim is determined in Order LD26-319.
- [9] On August 31, 2026 the Landlord filed with the Rental Office and served the Tenants with a second *Form 2(B) Landlord Application to Determine Dispute* seeking an order requiring the Tenants to vacate the Unit and an order for earlier termination of the tenancy. The Landlord sent the Tenants this application at the same time it was sent to the Rental Office. The earlier termination matter is addressed below.
- [10] On September 3, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for September 10, 2026.
- [11] On September 8, 2026 the Landlord submitted evidence regarding the applications. The Rental Office provided the Tenants with access to this evidence through TitanFile. The Tenants did not submit any evidence.
- [12] On September 10, 2026 the Landlord’s representative (the “Representative”) joined the tele-hearing. I telephoned the Tenants and they answered the call. The Tenants decided to disconnect from the call and did not participate in the hearing. The hearing proceeded in the Tenants’ absence.

DISPOSITION

- [13] I find that the Tenants must vacate the Unit by the timeline below because of the First Notice.
- [14] The Tenants are also deemed to have accepted the Second Notice. I will not determine the Landlord's claim for earlier termination because it would not result in an order that is enforceable against the Tenants on an earlier date.

ISSUE

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

ANALYSIS**First Notice**

- [15] For the reasons below, I find that the Tenants must vacate the Unit for non-payment of rent.
- [16] Subsection 60(1) of the Act 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.

- [17] The Landlord's evidence establishes that the Tenants were served with the First Notice on August 5, 2026 and they did not fully pay all of the rent owing within ten days of service. The Tenants attempted to pay the rent owing twelve days after the First Notice was served, but the payment was reversed because there were insufficient funds for the transaction. Therefore, the First Notice was not invalidated under clause 60(4)(a) of the Act, 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.*

- [18] The Tenants were required to file an application with the Rental Office within ten days of service under clause 60(4)(b) in order to lawfully dispute the First Notice.
- [19] Subsection 60(5) states:

*Where a tenant who has received a notice of termination under this section does not pay the rent or make an application to the Director in accordance with subsection (4), the tenant
(a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
(b) shall vacate the rental unit by that date.*

- [20] There is no evidence that the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office. The Representative testified that he was not aware of the Tenants serving the Landlord with any Rental Office application.
- [21] As a result, the Tenants are deemed to have accepted the First Notice by operation of law because they did not file an application disputing the First Notice.
- [22] I find that the Tenants and all occupants must vacate the Unit by the timeline below.

Second Notice and Earlier Termination

- [23] The Second Notice was served to the Tenants for non-payment of rent and for additional reasons under clauses 61(1)(d), (f) and (h) of the *Act*, which state:

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

- (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;*
- (f) *the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property;*
- (h) *the tenant*
 - (i) has failed to comply with a material term of the tenancy agreement, and*
 - (ii) has not corrected the situation within a reasonable time after the landlord has given written notice to do so;*

- [24] The evidence presented establishes that the Tenants did not file a Rental Office application disputing the Second Notice under subsection 61(5). As a result, the Tenants are also deemed to have accepted the Second Notice and their tenancy will end by operation of law under subsection 61(6).

- [25] As the First Notice's vacate date (August 25, 2026) has already passed, determining the Landlord's application for earlier termination would not result in an order that is enforceable against the Tenants on an earlier date. As a result, I will not determine the Landlord's earlier termination claim.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on September 17, 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 10th day of September, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.