

INTRODUCTION

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

BACKGROUND

- [3] On July 1, 2023 the Tenant and the Landlord's representative (the "Representative") signed a written, fixed-term tenancy agreement that converted to a monthly agreement. Rent in the amount of \$2,200.00 is due on the first day of the month. The Tenant paid the Landlord a \$2,200.00 security deposit at the start of the tenancy.
- [4] On August 2, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective August 22, 2026 for non-payment of rent, in the amount of \$2,618.12 (the "Notice").
- [5] On August 23, 2026 the Landlord e-mailed the Tenant 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 (the "Application"). The Application was considered filed with the Rental Office on August 24, 2026.
- [6] The Application also stated that the Landlord wanted to keep the Tenant's security deposit and concerns regarding the Tenant's use of a propane barbeque inside the Unit's garage. The Rental Office advised the Landlord that these two matters were invalid for an eviction application.
- [7] On August 28, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for September 10, 2026.
- [8] On September 3, 2026 the Rental Office provided the parties a 99-page PDF evidence package.
- [9] On September 10, 2026 the Representative and the Tenant participated in the 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.
- [10] I explained to the parties that this decision will only determine the Landlord's eviction request and that if the Landlord wanted to retain the security deposit and/or a determination, then it may be determined in a new application with the Rental Office.

DISPOSITION

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

ISSUE

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

EVIDENCE SUMMARY

- [12] The parties agreed that the Tenant did not pay August 2026's rent by August 1, 2026 and that rent was outstanding as of August 2, 2026, the date that the Notice was served.
- [13] The parties agreed that the Tenant made a \$2,618.12 e-Transfer payment on August 24, 2026 for August's rent. The parties also agreed that the Tenant paid September's rent in full.

- [14] The parties also agreed that the Representative added two individuals ("JM" and "MM") to the tenancy agreement on August 10, 2026, at the Tenant's request.
- [15] The Landlord's evidence includes a rent ledger, e-mails, written submissions, a copy of the tenancy agreement, a copy of the Notice and previous eviction notices, and bank statements.
- [16] The Representative testified that, despite the Tenant's rent payments for August and September 2026, the Landlord still wants to end the tenancy.
- [17] The Representative stated that the Tenant has regularly paid rent late and relied on the previous eviction notices in the evidence package.
- [18] The Representative testified that the Landlord does not want to accept late rent payments. The Representative stated that she has worked with the Tenant in the past because of their good relationship throughout the tenancy. The Representative stated that she never attempted to enforce any previous eviction notices through the Rental Office, despite the Tenant not paying the rent within ten days of receiving the past eviction notices.
- [19] The Representative stated that the Tenant did not pay August's rent within ten days nor dispute the Notice within ten days of receiving the Notice.
- [20] In response to the Tenant's submissions below, the Representative stated that she knew that JM was sometimes at the Unit, however, she was unaware that JM and MM were living in the Unit fulltime. The Representative stated that she did not include JM and MM on the Notice because she did not consider them "*tenants*" and only added them to the tenancy agreement after the Notice was already served to the Tenant.
- [21] The Tenant's evidence includes written submissions, a copy of the tenancy agreement, a copy of the Notice, e-mails, proof of August's rent payment, text messages/iMessages, a copy of the Rental Office's Notice of Hearing, and a copy of the Application.
- [22] The Tenant stated that it was never her intention not to pay rent. The Tenant stated that financial difficulty arose during a period of acute illness and missed work at the beginning of March 2026.
- [23] The Tenant stated that August 2026 was the latest month that she paid rent.
- [24] The Tenant stated that she e-mailed the Landlord in hopes to settle the eviction dispute; however, the Landlord did not respond to her e-mail.
- [25] The Tenant stated that she has communicated regularly with the Representative about her financial difficulties and being late with paying rent since March 2026.
- [26] The Tenant stated that JM and MM were aware of the Notice, the Application and the tele-hearing.
- [27] The Tenant requested the following to be considered:
1. *Whether the tenancy agreement and the Form 4A Eviction Notice accurately and sufficiently identify the tenants affected by the eviction proceeding.*
 2. *Whether the evidence establishes the relevant method and circumstances of service of the Form 4A Eviction Notice.*
 3. *Whether the Respondent's communication and payment efforts are relevant to the determination sought in this application.*
 4. *Whether the surrounding communications regarding the anticipated occupancy of the unit provide relevant context to the dispute.*
 5. *Any other issue the Rental Officer considers necessary to determine the application fairly.*

- [28] The Tenant stated that the Representative intends to move into the Unit once she is evicted. The Tenant relied on the text-message correspondence submitted into evidence. The Representative responded to this claim stating it was not relevant to the reasons contained in the Notice.

ANALYSIS

- [29] The Landlord's 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.

- [30] I will first address the Tenant's five points. The first two points are similarly bringing into question the validity of the Notice based on procedural defects, which may invalidate the Notice.
- [31] I find that the evidence does not establish that there are any procedural defects with the Notice that would invalidate the Notice.
- [32] Regarding the Tenant's first point, the Tenant is only named in the Notice; despite the tenancy agreement naming the Tenant, JM and MM. I find that the evidence establishes that JM and MM were added to the tenancy agreement by the Representative, at the Tenant's request, after the Notice was served.
- [33] I find that JM and MM are not considered "*tenants*" in this case. I find that JM and MM are occupants. Individuals can live in a rental unit lawfully and not be considered "*tenants*" under the Act. This is particularly common when there are family-members of a tenant also living in a rental unit.
- [34] The evidence presented establishes that the Representative added JM and MM to the tenancy agreement at the Tenant's request. The Tenant stated that JM and MM should have been included at the beginning of the tenancy. However, I find that JM and MM did not sign the tenancy agreement at the beginning of the tenancy nor signed the tenancy agreement when they were included by the Representative.
- [35] I accept the Representative's evidence that she was aware of JM being at the Unit occasionally and did not have any issue with this, because JM is related to the Tenant. However, I find that there is insufficient evidence to establish that the Landlord and the Representative ever considered JM and MM as "*tenants*."
- [36] The Tenant's second point, questions service of the Notice. I find that the Notice was e-mailed to the Tenant, which the Tenant's testimony corroborates. Further, the Tenant's testimony establishes that JM and MM were aware of the Notice, the Application and the tele-hearing.
- [37] In this case, I find that JM and MM were made aware of the Rental Office proceedings and I am satisfied that JM and MM were sufficiently served the relevant documents under subsection 100(3) of the Act, which states:

Despite subsection (1), the Director may order that a document not served in accordance with subsection (1) was sufficiently given or served for the purpose of providing notice to an affected person under this Act.

- [38] Regarding the Tenant's third point, communication between a landlord and tenant may bring into question a reinstatement of a tenancy agreement. However, in this case, I find that the evidence does not establish that the Landlord nor the Representative withdrew the Notice, nor reinstated the tenancy agreement. I note that the Tenant has the burden of proof under subsection 74(3).

- [39] The Tenant's fourth point, calls into question the Representative's intent to move into the Unit. This point may be relevant in an eviction dispute for a different cause; however, the sole cause on the Notice is non-payment of rent. I find that the Representative's intent or the Landlord's next tenant choice is irrelevant to the merits of the Notice in this case.
- [40] The Tenant's fifth point will be addressed in my analysis below.
- [41] I find that the evidence presented establishes that the Tenant and all occupants did not pay the outstanding August rent within ten days of receiving the Notice and did not file an application with the Rental Office disputing the Notice.
- [42] 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.*
- [43] 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.
- [44] The Notice is valid. As a result, I find that the Tenant is deemed to have accepted the Notice under subsection 60(5) of the Act and the tenancy ends by operation of law. 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.*
- [45] The Application is allowed.
- [46] The Tenant and all occupants must vacate the Unit by the timeline below.
- [47] The Notice's effective date was August 22, 2026. I note that the parties' evidence establishes that Tenant has paid August's outstanding rental arrears and has paid September's rent. Taking these points into consideration, I will exercise my discretion under clause 85(1)(n) of the Act and extend the vacate date to the date below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on October 1, 2026.
2. The Tenant and all occupants must vacate the Unit by 5:00 p.m. on October 1, 2026.
3. A certified copy of this Order may be filed with the Supreme Court and enforced by Sheriff Services as permitted by the Act.

DATED at Charlottetown, Prince Edward Island, this 11th day of September, 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.