

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord served an eviction notice for non-payment of rent in the amount of \$1,540.74.
- [3] The Tenant disputes the eviction notice.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment located in a twelve-unit building that the Landlord has owned since July of 2020.
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from November 15, 2024 to November 14, 2025 which continued as a monthly tenancy (the "Tenancy Agreement"). A security deposit in the amount of \$1,147.42 was paid before the Tenant moved in. Rent in the amount of \$1,170.37 is due on the fifteenth day of the month.
- [6] On August 18, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of September 7, 2026 (the "Notice") for non-payment of rent in the amount of \$1,540.74.
- [7] On August 28, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice.
- [8] On September 3, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for September 17, 2026.
- [9] On September 11, 2026 the Rental Office sent the parties a 103-page PDF evidence package.
- [10] On September 17, 2026 the Tenant, the Landlord's representative and the Landlord's witness joined the tele-hearing. The parties confirmed that they received the evidence package and confirmed that everything previously submitted to the Rental Office for this dispute was included. During the hearing the Tenant submitted an email with three additional images.

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?

ANALYSIS

- [12] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notice.
- [13] The Landlord seeks to end the tenancy 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.
- [14] The Tenant must pay rent by the fifteenth day of the month under the Tenancy Agreement.

- [15] The parties agree that the following recent rent payments were made for the rental period starting July 15, 2026:
- \$800.00 on July 16, 2026;
 - \$1,540.73 on September 3, 2026; and
 - \$1,170.73 on September 15, 2026.
- [16] The parties' evidence establishes that rent in the amount of \$1,540.74 was owing on August 18, 2026, the date that the Notice was served.
- [17] There was partial rent owing for the period of July 15, 2026 to August 14, 2026 in the amount of \$370.37 (\$1,170.37 minus \$800.00) and full rent owing for the period of August 15, 2026 to September 14, 2026 in the amount of \$1,170.37.
- [18] The Tenant did not pay the rent due within ten days of being served with the Notice, being August 28, 2026. Therefore, the Notice was not invalidated under clause 60(4)(a), 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...*
- [19] The evidence 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] At the hearing the Tenant admitted that there was no agreement with the Landlord that she could continue living in the Unit if the rent due in the Notice was paid after August 28, 2026. The Tenant stated that she paid the rent in September because *"it was the right thing to do."*
- [21] During the hearing the Tenant asked the Landlord if she could continue living in the Unit but the Landlord confirmed that they continued to seek the end of the tenancy.
- [22] I find that the Notice is valid and the Application is denied.
- [23] During the hearing the Tenant provided evidence regarding very challenging personal circumstances regarding the rent payments. It appeared to me that the Tenant was honest and credible regarding this evidence. I have sympathy for the Tenant's circumstances. I also note that the Tenant's rent has been paid up to October 14, 2026.
- [24] These circumstances have been taken into account in determining the appropriate date for termination of the tenancy. However, they do not relieve the Tenant from the obligation to pay rent when it is due under the Act or provide me with a basis for disregarding the valid Notice.
- [25] I extend the Notice's termination date from September 7, 2026 to October 31, 2026 under subsection 85(1) of the Act.
- [26] The Tenant must pay the Landlord pro-rated rent for the period of October 15, 2026 to October 31, 2026 in the amount of \$641.47 by October 15, 2026 (17 days divided by 31 days multiplied by \$1,170.37 (\$641.82) minus \$0.35 due to a small underpayment of rent on September 3, 2026 (\$0.01) and a small overpayment of rent on September 15, 2026 (\$0.36)).
- [27] The Tenant and all occupants must vacate the Unit and return the Unit's keys to the Landlord by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord pro-rated rent in the amount of \$641.47 by October 15, 2026.
2. The tenancy between the parties will terminate effective 5:00 p.m. on October 31, 2026.
3. The Tenant and all occupants must vacate the Unit and return the Unit's keys to the Landlord by this time and date.
4. 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 18th 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.