

INTRODUCTION

- [1] This decision addresses an application that the Subtenant filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Tenant served an eviction notice to the Subtenant for non-payment of rent.
- [3] The Subtenant disputed the eviction notice.

BACKGROUND

- [4] The Unit is a single-bedroom located in a three-bedroom, one-bathroom rental unit.
- [5] In May 2024 the Tenant and another individual entered into a written, fixed-term tenancy agreement with the property owner. In May 2026, the other individual moved out of the Unit and the Tenant was solely on the tenancy agreement.
- [6] The Tenant stated that he posted an advertisement for the Unit, which the Subtenant messaged.
- [7] In June 2026 the Subtenant and the Tenant entered into an oral monthly subletting agreement for the Unit. Rent in the amount of \$800.00 was due on the first day of the month and the Subtenant paid the Tenant an \$800.00 security deposit.
- [8] On August 17, 2026 the Tenant served the Subtenant with a *Form 4(A) Eviction Notice* with a vacate date of September 6, 2026 for non-payment of rent, in the amount of \$800.00 (the "Notice").
- [9] On August 18, 2026 the Subtenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice (the "Application"). A copy of the Application was given to the Tenant.
- [10] On September 1, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for September 17, 2026.
- [11] On September 10, 2026 the Rental Office sent the parties an 18-page PDF, which included hyperlinks to audio-recordings evidence package.
- [12] On September 17, 2026 the Tenant participated in the hearing. I e-mailed the Subtenant the tele-hearing details and received no response. The Subtenant did not provide the Rental Office with a telephone number. After ten-minutes the hearing proceeded in the Subtenant's absence.

DISPOSITION

- [13] The Notice is invalid by operation of law because the Subtenant paid rent due within ten days. The Application is allowed. The subtenancy will continue and the Subtenant may continue living in the Unit.

ISSUE

- A. Must the Subtenant vacate the Unit because of the Notice?

ANALYSIS & FINDINGS

- [14] In eviction disputes, the party giving the eviction notice has the onus to prove that there is a valid reason to end the tenancy on the civil standard of a balance of probabilities.

- [15] The Tenant's reason for terminating the subtenancy in the 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.*
- [16] The Tenant stated that on August 27, 2026 the Subtenant e-Transferred him \$800.00 for August 2026 rent.
- [17] The Tenant testified that the Subtenant also was repeatedly late paying rent and was smoking marijuana in the Unit.
- [18] Subsection 60(4) of the Act 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.*
- [19] The evidence establishes that the non-payment of rent ground stated in the Notice is no longer valid by operation of law. The Tenant served the Subtenant with the Notice on August 17, 2026 by hand-delivery. The Subtenant paid the outstanding rent within ten days of receiving the Notice; paying the rent on August 27, 2026.
- [20] Therefore, I find that the Notice is invalid by operation of law and the Application is allowed. The subtenancy will continue and the Subtenant may continue living in the Unit.
- [21] I note that the Tenant brought up other complaints about the Subtenant—i.e., outstanding September 2026 rent, repeatedly late rent payments and smoking inside the Unit. I cannot determine these complaints in this decision because the Tenant has not served the Subtenant with an eviction notice to end the tenancy for these additional reasons.

IT IS THEREFORE ORDERED THAT

1. The subtenancy will continue and the Subtenant may continue living in the Unit.

DATED at Charlottetown, Prince Edward Island, this 18th 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 **20 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.