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 seeks an order requiring the Tenant and all occupants to vacate the Unit for non-payment of rent and other grounds.

BACKGROUND

[3] The Unit includes one basement bedroom with shared services and facilities located in a building that the Landlord owns and resides in (the "Residential Property").

[4] The Landlord and the Tenant entered into a tenancy agreement that started on December 1, 2025. A security deposit of $675.00 was paid. Rent in the amount of $675.00 is due on the first day of the month.

[5] On August 13, 2026 the Landlord served the Tenant by email with a *Form 4(A) Eviction Notice* with an effective date of September 13, 2026 (the "Notice") for non-payment of rent and other grounds.

[6] On October 1, 2026 the Landlord filed with the Rental Office and served the Tenant with a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in this decision. The Application also seeks rent owing, which will be determined in a later decision.

[7] On October 8, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for October 20, 2026.

[8] On October 13, 2026 the Rental Office emailed the parties a 44-page PDF evidence package. The Rental Office telephoned the Tenant and left a voicemail message regarding the upcoming tele-hearing.

[9] On October 14, 2026 the Rental Office telephoned the Tenant again but there was no response.

[10] On October 20, 2026 the Landlord joined the tele-hearing. I telephoned the Tenant and he answered but later disconnected. I sent the Tenant an email stating that the hearing would proceed immediately.

[11] I telephoned the Tenant again and he answered. The Tenant stated that he was sick and busy. The Tenant also stated that he about to be picked up and he may need to leave the hearing early. Later the Tenant stated that he had to go and I told him that the hearing would proceed in his absence if he left. The Tenant disconnected from the call and the hearing continued in the Tenant's absence.

[12] The Landlord stated that everything that he submitted to the Rental Office for this dispute was included in the evidence package. The Tenant did not submit any evidence to the Rental Office.

DISPOSITION

[13] I find that Notice is valid and the Application is allowed.

[14] The Tenant and all occupants must vacate the Unit by the timeline below. The Tenant must return the Unit's keys to the Landlord by the end of the tenancy.

ISSUE

A. Must the Tenant and all occupants vacate the Unit and return the Unit's keys to the Landlord?

ANALYSIS

Email Service of the Notice

[15] At the hearing the Tenant questioned whether the Notice could be validly served by email.

[16] I find that the Landlord was authorized to serve the Notice to the Tenant by email under section 100 of the *Act*. The parties used email communication at the beginning of the tenancy when the tenancy agreement was formed.

[17] I also note that the parties had the following text-message exchange on July 17 and 18, 2026, before the Notice was served:

> Landlord *"By Monday I want to know the status of rent and I want the garbages to be cleared out. If not, Tuesday I will be sending you notice email as agreed upon."*
>
> Tenant *"You didn't happen to see Who took my bike last night from beside the step."*

[18] In this response the Tenant did not raise any issue about receiving emails from the Landlord.

[19] On August 1, 2026 the Landlord text-messaged the Tenant stating that he had sent an email to the Tenant.

[20] The Landlord stated that the Tenant never raised any issues with email communication until after the Notice was served.

[21] The Landlord also stated that he would email the Tenant and the Tenant would respond to the email's content by text-message or in another manner.

[22] For these reasons, I find that email was a proper form of electronic service and the Tenant was validly served with the Notice on August 13, 2026.

Non-Payment of Rent

[23] 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.*

[24] The parties had discussed an agreement about the security deposit being used as rent. However, based upon the evidence presented, I find that a fundamental part of this discussion was that the Tenant would move out of the Unit near the end of August 2026, which did not occur. I find that the parties did not have a binding agreement for the security deposit to be used as rent.

[25] I find that rent was due on the first day of the month. The evidence establishes that rent in the amount of $450.00 was owing on August 13, 2026, the date that the Notice was served. I find that the Tenant did not pay the rent owing and also did not pay the rent for September and October of 2026.

[26] Therefore, I find that 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…*

[27] 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*.

[28] I find that the Notice is valid and the Application is allowed.

Other Grounds – Deeming Provision

[29] The Landlord and the Tenant stated that the Tenant had not filed an application disputing the Notice or served the Landlord with an application.

[30] The Tenant did not file any documents or evidence with the Rental Office.

[31] At the hearing the Tenant indicated that he was moving out. In the text-messages that the Landlord submitted into evidence the Tenant indicated a number of times that he would move out.

[32] I will not determine the merits of the Landlord's other grounds for ending the tenancy. However, I note that the Tenant was deemed to have accepted the Notice for the following reasons.

[33] The Tenant could have filed an application to dispute the Notice under subsection 61(5) of the *Act*, which states:

> *A tenant may dispute a notice of termination under this section by making an application to the Director under section 75 within 10 days after the date the tenant receives the notice.*

[34] The Tenant was served with the Notice on August 13, 2026 and the last day for the Tenant to file an application disputing the Notice was Monday, August 24, 2026.

[35] I find that the Tenant is also deemed to have accepted the Notice under subsection 61(6) of the *Act*, which states:

> *Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), 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.*

[36] The Tenant and all occupants must vacate the Unit and return the keys by the end of the tenancy on the terms stated below.

[37] The ordered vacate date is based upon the minimum period before this Order will be enforceable by Sheriff Services under sections 85 and 89 of the *Act*.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the Landlord and the Tenant will terminate effective **5:00 p.m. on October 27, 2026**.

2. The Tenant and all occupants must vacate the Unit and return the Unit's keys to the Landlord 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 20th day of October, 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.