INTRODUCTION

[1] This decision addresses an application the Landlord filed 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 Tenants to vacate the Unit.

BACKGROUND

[3] The parties have agreed to the facts below.

[4] On February 10, 2025 the parties signed a written, fixed-term tenancy agreement, which at the end continued on a monthly basis. Rent in the amount of $1,830.90 is due on the first day of the month. The Tenants paid the Landlord a $1,795.00 security deposit at the beginning of the tenancy.

[5] On September 5, 2026 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* dated September 4, 2026 and effective September 24, 2026 for non-payment of rent, in the amount of $1,855.90 (the "Notice").

[6] I note that the effective date of the Notice is automatically corrected to September 25, 2026 under subsection 54(1) of the *Act*.

[7] On October 8, 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 in possession of the Unit, which is determined in this decision (the "Application"). The Application also seeks a monetary order for rent owing, which is determined in Order LD26-410.

[8] On October 15, 2026 the Rental Office provided the parties with notice of a tele-hearing scheduled for November 3, 2026.

[9] On October 21, 2026 the Rental Office provided the parties with a 20-page PDF evidence package. The Landlord also e-mailed the Tenant and the Rental Office 4-pages of additional evidence.

[10] On November 3, 2026 the Landlord's representative (the "Representative") and one of the Tenants (the "Tenant"), representing the Tenants, participated in the hearing. The parties confirmed that they received the evidence package and the additional evidence and the Representative confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

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

ISSUE

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

EVIDENCE & ANALYSIS

[12] 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.*

[13] I find that the evidence presented establishes that the Tenants owe rental arrears for October 2026 and November 2026. The evidence establishes that the Tenants had outstanding rental arrears as of September 5, 2026, the date the Landlord served the Tenants with the Notice.

[14] I find that the Tenants made a $1,300.00 payment on September 21, 2026 and a $550.90 payment on October 16, 2026.

[15] I further find that the Tenants made a $1,200.00 payment on November 1, 2026. However, the Representative stated that he could not confirm if the payment cleared.

[16] The Representative stated that there was also a $3,691.80 payment made on November 1, 2026 that also was not cleared. The Tenant stated that payment would not clear because there are insufficient funds in that bank account.

[17] Despite these payments, I find that the evidence does not establish that the Notice was waived, the tenancy was reinstated or a new tenancy agreement was created under section 74 of the *Act*.

[18] I also find that the Tenants are deemed to have accepted the Notice under subsection 60(5) of the *Act* and the tenancy ends by operation of law.

[19] The Notice is valid. The Application is allowed and the Tenants must vacate the Unit by the timeline below.

[20] I note that the parties are open to settling the matter, which the parties may agree to continue the tenancy, which the Tenants would then be responsible for the rent for each day they occupy the Unit.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on November 12, 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 under the *Act*.

DATED at Charlottetown, Prince Edward Island, this 4th day of November, 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.