

**INTRODUCTION**

[1] The Landlord requests an Order for rent owing in the amount of \$1,800.00.

**DISPOSITION**

[2] I find that the evidence supports the Landlord's request. For the reasons below, the Tenant must pay the Landlord \$1,800.00.

**BACKGROUND**

[3] The Unit is an apartment situated in a 3-unit building (the "Residential Property").

[4] On April 1, 2024 the parties entered into a written, fixed-term tenancy agreement for the Unit. Rent is \$1,200.00 due on the first day of the month. A \$1,000.00 security deposit was paid at the beginning of the tenancy.

[5] On August 22, 2024 the Landlord posted a *Form 4 (A) Eviction Notice* (the "Notice") to the door of the Unit dated August 22, 2024 and effective on September 11, 2024. The Landlord seeks to terminate the tenancy agreement for the following reason:

*You have not paid your rent in the amount of \$600.*

*Particulars of termination:*

*"August rent \$1200 paid \$600 balance due - \$600."*

[6] On September 13, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application included a claim for rent owing, which is the subject of this decision. The Application also seeks vacant possession of the Unit and an order for the Sheriff to put the Landlord in possession, which is the subject of Order LD24-323.

[7] On September 19, 2024 the Rental Office emailed the parties notice of a teleconference hearing, along with a copy of the Application.

[8] The evidentiary record includes three pages of documents submitted by the Landlord.

[9] On September 26, 2024 a teleconference hearing was held. The Landlord, a representative for the Landlord and the Tenant participated in the hearing.

**ISSUE**

[10] Does the Tenant owe rent to the Landlord?

**ANALYSIS**

[11] In Order LD24-323, I found that the Tenant must vacate the Unit by 5:00 p.m. on Friday, October 4, 2024.

[12] I have reviewed the evidence and I conclude that the Tenant owes \$1,800.00 in rental arrears to the Landlord. Therefore, the Application is allowed, and the Tenant must pay the Landlord \$1,800.00 by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant must pay the Landlord \$1,800.00 by October 31, 2024.

**DATED** at Charlottetown, Prince Edward Island, this 27th day of September, 2024.

\_\_\_\_\_  
(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.