

INTRODUCTION

[1] The Landlord seeks an Order that the Tenant owes the Landlord rent totaling \$2,985.00.

DISPOSITION

[2] I find that the Tenant must pay rent to the Landlord in the amount of \$2,635.00.

BACKGROUND

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

[4] The Tenant and a previous landlord entered into a written, fixed-term tenancy agreement for the Unit for July 5, 2018, to July 1, 2019. The Landlord purchased the Residential Property in August 2018, and the tenancy agreement continued. Rent in the amount of \$875.00 is due on the first day of the month. A \$725.00 security deposit was paid at the beginning of the tenancy.

[5] On August 20, 2024, the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* (the "Notice") for non-payment of rent in the amount of \$1,870.00 and being repeatedly late in paying rent.

[6] On September 23, 2024, the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office"). That application seeks an Order for vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject of Order LD24-375.

[7] On October 11, 2024, the Landlord filed a second *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office. The Application seeks a monetary order for rent owing, which is the subject of this Order.

[8] On October 24, 2024, the Rental Office mailed both parties and emailed the Landlord notice of a teleconference hearing scheduled for November 5, 2024, along with a copy of the Application. The Landlord served the Tenant the documents on October 29, 2024.

[9] On October 31, 2024, the Rental Office emailed the Landlord an evidence package. The Landlord served the Tenant the documents on November 4, 2024.

[10] On November 4, 2024, the Rental Office called the Tenant to confirm he received all documents and was aware of the hearing. The Tenant did not answer and voicemail was not available.

[11] On November 5, 2024, the Landlord participated in a teleconference hearing. I called the Tenant but there was no answer and no voicemail. I waited ten minutes and then the hearing proceeded in the Tenant's absence.

[12] The Landlord confirmed he received the evidence package and all submitted documents were included.

ISSUE

A. Does the Tenant owe rent to the Landlord?

ANALYSIS

- [13] The Landlord stated that the Tenant owed \$3,160.00 as of October 1, 2024. The Tenant later paid \$1,050.00 to the Landlord. The Tenant now owes \$2,985.00 in outstanding rent, which includes November 2024. A copy of the Tenant's rental ledger was submitted into evidence.
- [14] I find that the Landlord has established that the Tenant owes the Landlord \$2,110.00 in rent up to October 31, 2024. As the tenancy agreement is terminated in Order LD24-375 effective on November 18, 2024, I find that the Tenant must also pay the Landlord prorated rent, in the amount of \$525.00 (18 days divided by 30 days and multiplied by \$875.00).
- [15] The Tenant must pay the Landlord unpaid rent, in the total amount of \$2,635.00 (\$2,110.00 plus \$525.00), by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord unpaid rent, in the total amount of \$2,635.00, by November 30, 2024.

DATED at Charlottetown, Prince Edward Island, this 7th day of November, 2024.

(sgd.) Mitchell King

Mitchell King
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.