

INTRODUCTION

[1] The Landlord seeks a monetary order against the Tenant for rent.

DISPOSITION

[2] I find that the Tenant must pay the Landlord rent in the amount of \$1,451.61.

BACKGROUND

- [3] The parties entered into a written tenancy agreement for the Unit that commenced on October 5, 2024. A security deposit of \$750.00 was required but not paid. Rent of \$750.00 is due on the fifth day of the month.
- [4] On November 8, 2024 the Landlord taped to the Unit's door a *Form 4 (A) Eviction Notice* with an effective date of November 28, 2024 (the "Notice") for non-payment of November 2024 rent. The Tenant received the Notice on November 9, 2024.
- [5] On November 8, 2024 the Landlord filed a first *Form 2 (B) Landlord Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office") seeking rent owing (the "Application"), which is the subject of this decision. The Landlord served the Application to the Tenant.
- [6] On November 26, 2024 the Rental Office emailed the Landlord notice of a teleconference hearing scheduled for December 12, 2024. The Landlord delivered a copy of the notice of hearing to the Tenant.
- [7] On December 11, 2024 the Landlord filed a second *Form 2 (B) Landlord Application to Determine Dispute* with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject of Order LD24-420. The Landlord served this application to the Tenant.
- [8] On December 11, 2024 the Rental Office emailed the Landlord a 23-page evidence package (the "Evidence Package") which the Landlord delivered to the Tenant.
- [9] On December 12, 2024 the parties joined the teleconference hearing for determination of the two applications. The parties confirmed receipt of the Evidence Package. During the hearing the Tenant emailed documents to the Rental Office which were shared with the Landlord and added to the record.

ISSUE

A. Does the Tenant owe rent to the Landlord?

ANALYSIS

- [10] The evidence provided by both parties establishes that the Tenant has only paid rent up to November 4, 2024.
- [11] The Tenant must pay the Landlord \$1,451.61 in rent for the period of November 5, 2024 to January 2, 2025, which is the date the Tenant must vacate the Unit in Order LD24-420.
- [12] This amount is composed of one full month's rent (\$750.00) plus pro-rated rent from December 5, 2024 to January 2, 2025 (\$701.61; 29 days divided by 31 days multiplied by \$750.00).
- [13] The Tenant must pay this rent to the Landlord by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord rent in the amount of \$1,451.61 by January 6, 2025.

DATED at Charlottetown, Prince Edward Island, this 17th day of December, 2024.

(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 **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.