

INTRODUCTION

[1] The Landlord seeks an order requiring the Tenants to pay rent owing.

DISPOSITION

[2] I find that the Tenants must pay the Landlord \$3,896.77.

BACKGROUND

[3] The parties entered into a written, fixed-term tenancy agreement for the Unit for the period of February 20, 2024 to January 31, 2025. A security deposit of \$2,800.00 was paid on February 7, 2024. Rent of \$2,800.00 is due on the first day of the month.

[4] On November 4, 2024 the Landlord served the Tenants with a *Form 4 (A) Eviction Notice* with an effective date of November 24, 2024 (the "Notice") for non-payment of November 2024 rent.

[5] On December 27, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* with the Residential Tenancy Office (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 LD25-010. The Application also seeks rent owing, which is the subject of this decision.

[6] On January 2, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for January 14, 2025.

[7] On January 9, 2025 the Rental Office emailed the parties an evidence package (the "Evidence Package").

[8] On January 13, 2025 the Tenant submitted additional evidence (the "Additional Evidence") to the Rental Office that was forwarded to the Landlord.

[9] On January 14, 2025 the Landlord and one of the Tenants (the "Tenant") joined the teleconference hearing for determination of the Application. The Tenant represented both of the Tenants. The parties confirmed receipt of the Evidence Package and the Additional Evidence and the parties confirmed that all documents submitted to the Rental Office were included.

ISSUE

A. Do the Tenants owe rent to the Landlord?

ANALYSIS

[10] The parties agreed that, after two recent payments, \$1,900.00 is outstanding for December 2024 rent and no rent has been paid for January 2025. The Tenant agreed that the Tenants also owe a \$100.00 fee to the Landlord.

[11] I note that in Order LD25-010 the tenancy between the parties is terminated effective January 21, 2025. Therefore, the amount of rent owing for January 2025 is pro-rated to the amount of \$1,896.77 (21 days divided by 31 days multiplied by \$2,800.00).

[12] The Tenants will pay the Landlord \$3,896.77 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenants will pay the Landlord the amount of \$3,896.77 by February 14, 2025.

DATED at Charlottetown, Prince Edward Island, this 14th day of January, 2025.

(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.