

INTRODUCTION

[1] The Landlord claims against the Tenant for rent owing and unpaid utilities.

DISPOSITION

[2] I find that the Tenant must pay the Landlord rent owing and unpaid utilities in the amount of \$3,132.02. The Landlord will also keep the Tenant's security deposit, including interest, in the amount of \$2,034.49.

BACKGROUND

[3] The parties entered into a written, fixed-term tenancy agreement for the Unit for the period of June 15, 2024 to June 15, 2025. A security deposit of \$2,000.00 was paid on April 20, 2024. Rent of \$2,300.00 is due on the first day of the month.

[4] On December 8, 2024 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 19, 2024 (the "Notice") for non-payment of December 2024 rent and repeatedly late rent payments. I note that the effective date regarding non-payment of rent is automatically changed to December 28, 2024 under section 54 of the *Residential Tenancy Act* (or the *Act*).

[5] On January 3, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") 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 LD25-021. The Application also seeks rent owing and unpaid utilities, which is the subject of this decision.

[6] On January 7, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 21, 2025.

[7] On January 17, 2025 the Rental Office emailed the parties a ten-page evidence package (the "Evidence Package"). On January 20, 2025 an additional copy of the Evidence Package was sent to the Tenant.

[8] On January 21, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed receipt of the Evidence Package and the parties confirmed that all documents submitted to the Rental Office were included. The Landlord submitted three additional pages of evidence which were provided to the Tenant during the hearing.

ISSUE

A. Does the Tenant owe rent and utilities to the Landlord?

ANALYSIS

[9] The evidence of the parties establishes that the Tenant did not pay rent for December 2024 and January 2025.

[10] The rent owing for December 2024 is \$2,300.00. I note that in Order LD25-021 the tenancy between the parties is terminated effective January 29, 2025. Therefore, the amount of rent owing for January 2025 is pro-rated to the amount of \$2,151.61 (29 days divided by 31 days multiplied by \$2,300.00).

[11] The total rent owing up to January 29, 2025 is \$4,451.61.

- [12] The evidence of the parties also establishes that, for the period up to January 16, 2025, the Tenant must pay the Landlord for Maritime Electric services in the amount of \$714.90.
- [13] The parties agreed that the security deposit plus applicable interest would be credited towards the Landlord's rent owing claim. The security deposit is \$2,000.00 and the applicable interest up to the date of this decision is \$34.49, for a total amount of \$2,034.49.
- [14] The Tenant will pay the Landlord the amount of \$3,132.02 by the timeline below, calculated as follows:

Item	Amount
Rent Owed	\$4,451.61
Maritime Electric Utilities	\$714.90
Security Deposit (including interest)	-\$2,034.49
Total	\$3,132.02

- [15] The Landlord will keep the Tenant's security deposit, including interest.

IT IS THEREFORE ORDERED THAT

- The Tenant will pay the Landlord the amount of \$3,132.02 by February 24, 2025.
- The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,034.49.

DATED at Charlottetown, Prince Edward Island, this 22nd 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.