

INTRODUCTION

[1] The Landlord seeks an order requiring the Tenant to pay rent owed.

DISPOSITION

[2] I find that the Tenant must pay the Landlord \$3,231.44.

BACKGROUND

[3] The parties entered into a written, fixed-term tenancy agreement for the Unit from August 1, 2024, to July 31, 2025. A security deposit of \$500.00 was paid on July 31, 2024. Rent of \$780.00 is due on the first day of the month.

[4] On December 2, 2024, the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* with an effective date of December 22, 2024 (the "Notice") for non-payment of October 2024, November 2024, and December 2024 rents, and for being repeatedly late in paying rent.

[5] The Particulars of termination stated:

*"You did not pay your rent since Oct, Nov, Dec, Total: \$780*3 = \$2340"*

[6] On December 23, 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 LD25-025** (the "Application"). The Application also seeks rent owing, which is the subject of this decision.

[7] On January 10, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for January 21, 2025.

[8] On January 17, 2025, the Rental Office emailed the parties an evidence package (the "Evidence Package").

[9] On January 21, 2025, the Landlord, the Landlord's translator, and the Tenant joined the teleconference hearing to determine the Application. The parties confirmed receipt of the Evidence Package and confirmed that all documents submitted to the Rental Office were included.

[10] After the hearing, both parties submitted additional evidence to the Rental Office confirming the Tenant only paid rent for August and September 2024. The additional evidence was shared with each party and added to the record.

ISSUE

A. Does the Tenant owe rent to the Landlord?

ANALYSIS

[11] The Landlord stated that the Tenant did not pay rent for October 2024, November 2024, December 2024, or January 2025, totalling \$3,120.00 (\$780.00 x 4). Messages between the parties showing the Landlord requesting the outstanding rent were submitted as evidence.

[12] The Tenant agreed that he owes rent for November 2024, December 2024, and January 2025. The Tenant was unsure if he paid rent for October 2024.

[13] I find that the evidence, specifically the e-transfer documents submitted by both parties after the hearing, establishes that the Tenant only paid rent for August and September 2024. There is no evidence the Tenant has paid rent for October 2024, November 2024, December 2024, or January 2025.

[14] The Application is allowed.

[15] In **Order LD25-025**, the tenancy between the parties is terminated effective February 4, 2025. Therefore, there will be \$111.44 rent owing for February 2025 for four days, calculated as:

$\$780.00 / 28 \text{ days} = \27.86 per day.

$\$27.86 \times 4 \text{ days} = \$111.44.$

[16] The Tenant will pay the Landlord \$3,231.44 (\$3,120.00 + \$111.44) by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$3,231.44 by March 31, 2025.

DATED at Charlottetown, Prince Edward Island, this 27th day of January, 2025.

(sgd.) Mitch King

Mitch 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.