

INTRODUCTION

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

DISPOSITION

- [2] I find that the Tenant owes the Landlord \$4,200.00 in rent and \$2,172.84 in utilities, totalling \$6,372.84.

BACKGROUND

- [3] The parties entered into a written, fixed-term tenancy agreement for the Unit from October 1, 2024, to May 31, 2025. Rent of \$1,400.00 is due on the first day of the month. The Tenant did not pay the \$1,400.00 security deposit.
- [4] On January 7, 2025, the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* with an effective date of January 27, 2025 (the "First Notice") for the following reasons:

You have not paid your rent in the amount of \$2800;
You have not paid the security deposit;
You are repeatedly late in paying rent;
You or someone you have allowed on the property have disturbed, endangered others, or put the landlord's property at significant risk;
You or someone you have allowed on the property has caused damage to the rental unit;
You have not repaired damage to the rental unit;
You have failed to comply with a material term of the tenancy agreement despite written warning.

The Particulars of termination stated:

"1. No security deposit was paid. This was due the day of move in. 2. December rent was not paid, due December 1. 3. January rent was not paid, due January 1. Damage to garage and no notification by tenant. 5. No October utilities paid. 6. No November utilities paid."

- [5] On February 12, 2025, the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* with an effective date of February 28, 2025 (the "Second Notice") for the following reasons:

You have not paid your rent in the amount of \$1400.00;
You or someone you have allowed on the property has caused damage to the rental unit;
You have not repaired damage to the rental unit.

The Particulars of termination stated:

"[Tenant] has not paid February rent. The material damage I mentioned in my previous application is causing more ongoing material damage due to weather penetrating into the interior of the building. She has not reached out to provide any communication or estimate of the damage. I will be following up with more documentation of the damage estimate as this needs to be fixed immediately to stop further material damage."

- [6] On January 30, 2025, the Landlord filed an amended *Form 2 (B) Landlord Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office") seeking rent and utilities owed, which is the subject of this decision (the "Application"). The Landlord also seeks vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject of **Order LD25-057**.

- [7] On February 4, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 20, 2025.
- [8] On February 12, 2025, the Rental Office emailed the parties an evidence package.
- [9] On February 13, 2025, the Rental Office emailed the parties a supplementary evidence package.
- [10] On February 20, 2025, two Landlord representatives (the "Representatives") joined the teleconference hearing to determine the Application. I called the Tenant and left a voicemail. The Tenant did not join the hearing, and the hearing proceeded in the Tenant's absence.

ISSUE

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

ANALYSIS

- [11] The Representatives' evidence is as follows. The Tenant has not paid rent for December 2024, January 2025, or February 2025, totalling \$4,200.00. Social assistance provides the Tenant money for rent, but the Tenant has not provided that money to the Landlord. A rental ledger, banking documents, and messages between the parties were submitted as evidence.
- [12] The Tenant has not paid any utilities since moving into the Unit and, as of January 27, 2025, owes \$2,172.84. The Landlord pays the utilities directly (Bell and Maritime Electric), and the Tenant is required to pay the Landlord. The Tenant is responsible for all utilities as stated in the tenancy agreement. Copies of invoices for the utility expenses and messages between the parties were submitted as evidence.
- [13] I find that the Landlord has provided sufficient evidence to establish that the Tenant has not paid rent for December 2024, January 2025, or February 2025, totalling \$4,200.00. I further find that the Landlord has established that the Tenant owes \$2,172.84 in utilities.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$6,372.84 by April 24, 2025.

DATED at Charlottetown, Prince Edward Island, this 24th day of February, 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.