

**INTRODUCTION**

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

**DISPOSITION**

[2] The Tenants will pay the Landlord \$2,158.55.

**BACKGROUND**

[3] The Unit is an apartment in a multi-unit building (the "Residential Property").

[4] On May 3, 2024, the parties entered into a written, fixed-term tenancy agreement from June 1, 2024, to May 31, 2025. Rent of \$995.00 was due on the first day of the month. A security deposit of \$995.00 was paid on May 3, 2024.

[5] On November 26, 2024, the Landlord served the Tenants with a *Form 4(A) Eviction Notice* effective December 16, 2024 (the "Notice") for non-payment of rent totalling \$2,172.50.

[6] On December 17, 2024, the Tenants moved out of the Unit, and the tenancy ended.

[7] On January 16, 2025, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"), seeking rent owed.

[8] On January 29, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 27, 2025.

[9] On February 21, 2025, one of the Tenants ("DP") emailed the Rental Office and stated that she would not be participating in the hearing. DP did not request an adjournment.

[10] On February 21, 2025, the Rental Office emailed a 37-page evidence package to the parties.

[11] On February 27, 2025, the Landlord's representative (the "Representative") participated in the teleconference hearing. I called the Tenants and spoke to DP, who stated that she would not be participating in the hearing and that she was not requesting an adjournment. The hearing proceeded in the Tenants' absence.

[12] The Representative stated that he received a copy of the evidence package and that all documents he submitted to the Rental Office were included.

**ISSUE**

A. Must the Tenants pay the Landlord rent?

**ANALYSIS**

[13] The Representative stated the Landlord is seeking rent owed of \$2,172.50. The Tenants had been in arrears since September 2024 and owed \$3,167.50 when they moved out on December 17, 2024. On December 17, 2024, the Tenants agreed in writing that the Landlord could keep the \$995.00 security deposit for partial rent owed. Copies of the Tenants' rental ledger and messages between the parties were submitted as evidence.

[14] I find that the Landlord has provided sufficient evidence to establish that the Tenants owe the Landlord \$2,158.55 in rent after the security deposit and interest (\$1,008.95) are offset from the rent owed.

[15] The calculations are as follows:

Item	Amount
Rent Owed	\$3,167.50
Security Deposit	(\$995.00)
Interest (May 3/24 – Dec.17/24)	(\$13.95)
Total	\$2,158.55

**IT IS THEREFORE ORDERED THAT**

1. The Tenants will pay the Landlord \$2,158.55 by April 22, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 21st day of March, 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.