

INTRODUCTION

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

DISPOSITION

[2] The Tenant will pay the Landlord \$1,800.00 for rent owed for February and March 2025.

BACKGROUND

[3] The Unit is a bedroom with shared bathroom and kitchen facilities. The Unit includes one of three bedrooms on the first floor of a building. The Landlord lives on the second floor of the building, which has separate bathroom and kitchen facilities.

[4] On December 15, 2024, the Tenant moved into the Unit as an Airbnb guest.

[5] On December 17, 2024, the parties entered into a written, three-month fixed-term tenancy agreement for the Unit for the period of December 17, 2024 to March 16, 2025. A security deposit of \$900.00 was paid sometime in December 2024. Rent of \$900.00 is due on the first day of the month.

[6] On February 6, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of February 16, 2025 (the "Notice") for failing to pay rent, repeatedly late rent payments, behaviour, damage, and failing to comply with a material term of the tenancy agreement.

[7] I note that the effective date is automatically corrected to February 26, 2025, under section 54 of the *Residential Tenancy Act* (or the "Act") to comply with the minimum notice period under subsection 60(1).

[8] On March 3, 2025, 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 LD25-112. The Landlord also seeks rent owed, which is the subject of this decision (the "Application").

[9] On March 6, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 20, 2025.

[10] On March 14, 2025, the Rental Office shared a 57-page evidence package, two audio files, and three video files with the parties through Titan File.

[11] On March 18 and 19, 2025, the Rental Office shared a 5-page supplementary evidence package, a second 21-page supplementary evidence package, and three video files with the parties through Titan File.

[12] On March 20, 2025, the Landlord's representative (the "Representative") joined the teleconference hearing for the determination of the Application. The Representative confirmed receipt of the evidence packages and additional evidence, and he confirmed that all evidence submitted to the Rental Office was included.

[13] I called the Tenant and left a voicemail message; however, the Tenant did not participate in the hearing. The hearing proceeded in the Tenant's absence.

ISSUE

A. Does the Tenant owe the Landlord rent for February and March 2025?

ANALYSIS

- [14] The Representative stated that the Tenant has not paid rent for February or March 2025 as of the hearing date. The Representative stated that the Landlord told him that the Tenant was still living in the Unit as of the hearing date.
- [15] In Order LD25-112, the Tenant has been ordered to vacate the Unit by March 31, 2025. I find that the Landlord has established a rent owed claim against the Tenant for \$1,800.00 for February and March 2025.
- [16] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$1,800.00 by April 30, 2025.

DATED at Charlottetown, Prince Edward Island, this 24th 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.