

INTRODUCTION

- [1] The Landlord seeks an order against the Tenant for rent owing in the amount of \$650.00.

DISPOSITION

- [2] I find that the Tenant must pay the Landlord rent owing in the amount of \$476.67.

BACKGROUND

- [3] The Unit is a bedroom with shared kitchen and bathroom facilities in a five-unit building (the "Residential Property"). The Tenant moved into the Unit before the Landlord started managing the Residential Property. The Tenant paid a \$650.00 security deposit.
- [4] The parties entered into a written, month-to-month tenancy agreement for the Unit dated January 1, 2025. Rent of \$650.00 is due on the first day of the month.
- [5] On March 4, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of March 24, 2025 (the "Notice") for non-payment of March 2025 rent.
- [6] On March 25, 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 LD25-138. The Application also seeks rent owing, which is the subject of this decision.
- [7] On March 31, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for April 15, 2025.
- [8] On April 11, 2025 the Rental Office emailed the parties a 32-page evidence package.
- [9] On April 15, 2025 the Landlord's representative joined the teleconference hearing for determination of the Application. I telephoned the Tenant and left a voicemail message regarding the hearing and I emailed the Tenant an additional copy of the notice of hearing. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time. The Landlord provided additional documentary evidence during the hearing.

ISSUE

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

ANALYSIS

- [10] The Landlord's evidence establishes that the Tenant has not paid April 2025 rent. In Order LD25-138 the Tenant is required to vacate the Unit by 5:00 p.m. on April 22, 2025.
- [11] The Tenant must pay the Landlord pro-rated April 2025 rent in the amount of \$476.67 (22 days divided by 30 days multiplied by \$650.00) by the timeline below.

Tenancy Agreement Content

- [12] On April 8, 2023 the *Residential Tenancy Act* replaced the former rental legislation. Landlords are now required to prepare written tenancy agreements containing the information specified in subsection 11(2), which states:

The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes

- (a) the provisions set out in Division 4;*
- (b) the correct legal names of the landlord and tenant;*
- (c) the address of the rental unit;*
- (d) the date the tenancy agreement is entered into;*
- (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
- (f) the services and facilities included in the rent;*
- (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
- (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
- (i) the agreed terms in respect of*
 - (i) the date on which the tenancy starts,*
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) the amount of rent payable for a specified period,*
 - (v) the day on which the rent is due and the frequency of payment, and*
 - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.*

- [13] I also note that, with regard to the end of a tenancy, landlords must comply with Part 4 of the *Act*. In particular, subsection 51(1) states:

A tenancy shall be terminated only in accordance with this Act.

- [14] Landlords cannot create grounds for ending a tenancy that conflict with the *Act*.

- [15] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord the amount of \$476.67 by May 15, 2025.

DATED at Charlottetown, Prince Edward Island, this 15th day of April, 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.