

INTRODUCTION

[1] The Landlord seeks an order against the Tenants for rent owing in the amount of \$7,044.00.

DISPOSITION

[2] I find that the Landlord has established a rent owing claim in the amount of \$7,044.00. The Landlord will keep the Tenants' security deposit, in the amount of \$924.45. The Tenants will pay the Landlord the \$6,119.55 balance by the timeline below.

BACKGROUND

[3] The Unit is a three-bedroom, one-bathroom single family dwelling that the Landlord has owned for about thirty years.

[4] The parties entered into an oral, month-to-month tenancy agreement for the Unit that started on May 1, 2021. A security deposit of \$875.00 was paid on April 30, 2021. Rent of \$930.00 is due on the first day of the month.

[5] On March 10, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of March 30, 2025 (the "Notice") for non-payment of rent in the amount of \$6,114.00.

[6] On March 31, 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 LD25-142. The Application also seeks rent owing, which is the subject of this decision.

[7] On April 7, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 17, 2025.

[8] On April 14, 2025 the Rental Office emailed the parties a 36-page evidence package (the "Evidence Package").

[9] On April 17, 2025 the Landlord's representative and one of the Tenants (the "Tenant") joined the teleconference hearing. The Tenant represented both of the Tenants at the hearing. The parties confirmed receipt of the Evidence Package and confirmed that all documents submitted to the Rental Office were included.

ISSUE

A. Do the Tenants owe rent to the Landlord?

ANALYSIS

[10] The parties' evidence establishes that the Tenants owe the Landlord rent in the amount of \$7,044.00 for the rental period ending April 30, 2025.

[11] The Landlord will retain the Tenants' entire security deposit, including interest, in the total amount of \$924.45. The applicable interest is calculated based upon subsection 14(9) of the *Residential Tenancy Act* and section 3 of the *Residential Tenancy Regulations*.

[12] The Tenants will pay the Landlord the \$6,119.55 balance by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$924.45.
2. The Tenants will pay the Landlord the amount of \$6,119.55 by June 17, 2025.

DATED at Charlottetown, Prince Edward Island, this 17th 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.