

INTRODUCTION

[1] The Landlord seeks an order against the Tenant for rent owing in the amount of \$1,990.00.

DISPOSITION

[2] I find that the Landlord has established a rent owing claim in the amount of \$1,990.00.

BACKGROUND

[3] The Unit is an apartment in a multi-unit building.

[4] On February 27, 2025, the parties entered into a written, month-to-month tenancy agreement for the Unit beginning March 1, 2025. A security deposit of \$995.00 was required, but was not paid. Rent of \$995.00 is due on the first day of the month.

[5] On March 10, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of March 30, 2025 (the "Notice") for failing to pay rent of \$1,990.00. I note that the \$1,990.00 included non-payment of March 2025's rent and the security deposit.

[6] On March 31, 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 vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject of **Order LD25-148**. The Application also seeks rent owing, which is the subject of this decision.

[7] On April 9, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for April 22, 2025.

[8] On April 17, 2025, the Tenant contacted the Rental Office and stated that he would not be participating in the hearing.

[9] On April 17, 2025, the Rental Office emailed a 29-page PDF (the "Evidence Package") to the parties.

[10] On April 22, 2025, the Landlord's representative (the "Representative") joined the teleconference hearing for the determination of the Application. The Representative confirmed receipt of the Evidence Package and that all evidence submitted to the Rental Office was included.

[11] After the hearing, the Representative notified the Rental Office that the Tenant was still living in the Unit.

ISSUE

A. Does the Tenant owe rent to the Landlord?

ANALYSIS

[12] The Representative's evidence establishes that the Tenant did not pay rent for March 2025 (\$995.00) or April 2025 (\$995.00), totalling \$1,990.00. A copy of the Tenant's rental ledger was submitted as evidence.

[13] In Order LD25-148, the Tenant is required to vacate the Unit by 5:00 p.m. on April 30, 2025. Therefore, the Tenant owes rent for the whole month of April 2025.

[14] I find that the Tenant will pay the Landlord \$1,990.00 by the timeline below.

Form of Tenancy Agreement

- [15] The parties signed a tenancy agreement that did not comply with the requirements under subsection 11(2) of the Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office’s website. The Landlord must ensure that its tenancy agreements contain the information required by the Act.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord the amount of \$1,990.00 by May 23, 2025.

DATED at Charlottetown, Prince Edward Island, this 23rd day of April, 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.