

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks an order against the Tenant for rent owing in the amount of \$4,813.33.

DISPOSITION

- [3] I find that the Tenant must pay the Landlord rent owing in the amount of \$4,813.33.
- [4] The Landlord will keep the Tenant's security deposit, including interest, of \$1,923.94.
- [5] The Tenant will pay the Landlord the rent owing balance of \$2,889.39, by the timeline below.

BACKGROUND

- [6] The Unit is the main floor of a house that the Landlord owns.
- [7] The parties entered into an oral, month-to-month tenancy agreement for the Unit beginning November 1, 2024, but the Tenant did not move in until November 5, 2024. Rent of \$1,900.00 is due on the first day of the month. A security deposit of \$1,900.00 was paid by December 2, 2024.
- [8] On April 10, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 30, 2025 (the "Notice") for non-payment of April's rent, of \$1,900.00.
- [9] On May 1, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with 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 LD25-202. The Landlord Application also seeks rent owing, which is the subject of this decision.
- [10] On May 8, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office disputing the Notice.
- [11] On May 14, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 29, 2025.
- [12] On May 23, 2025, the Rental Office shared a 56-page PDF and two videos with the parties (the "Evidence Package") through Titan File.
- [13] On May 29, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for June 3, 2025.
- [14] On June 3, 2025, the Landlord, the Tenant, and the Tenant's witness participated in a teleconference hearing. The parties stated they received a copy of the Evidence Package and that all submitted evidence was included.

ISSUE

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

ANALYSIS

- [15] The Landlord stated that the Tenant currently owes the Landlord \$5,700.00 in rent for April, May, and June 2025.

- [16] The Tenant stated that she is withholding rent because the Landlord has been slow to complete repairs to the Unit and has not completed other repairs. She stated that she has had to pay for laundry as the dryer does not work, and she had to remove a fallen tree herself. She stated that the Landlord agreed to use the security deposit for April's rent, so April's rent should be considered paid.
- [17] I find that the Landlord has established that the Tenant owes the Landlord rent for April and May 2025, totalling \$3,800.00.
- [18] In Order LD25-202, the Tenant and all occupants are required to vacate the Unit by 5:00 p.m. on June 16, 2025. Therefore, the Tenant also owes rent from June 1 to 16, 2025, totalling \$1,013.33 (16 days divided by 30 days multiplied by \$1,900.00).
- [19] The total rent owing from April 1 to June 16, 2025, is \$4,813.33.
- [20] Although the Tenant stated that she was withholding rent due to required repairs, subsection 19(1) of the Act states:
- A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.*
- [21] I find that the Landlord will keep the Tenant's security deposit (\$1,900.00), including interest (\$23.94), totalling \$1,923.94.
- [22] The Tenant must pay the Landlord the rent owing balance of \$2,889.39 (\$4,813.33 minus \$1,923.94) by the timeline below.

Form of Tenancy Agreement

- [23] The parties did not sign a written tenancy agreement, which is required under subsection 11(1) 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 any future tenancy agreements are in writing and contain the information required by the Act.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,923.94.
2. The Tenant will pay the Landlord the amount of \$2,889.39 by July 7, 2025.

DATED at Charlottetown, Prince Edward Island, this 6th day of June, 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.