

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 June 2025 rent owing in the amount of \$1,580.54.

DISPOSITION

- [3] I find that the Tenant must pay the Landlord June 2025 rent owing in the amount of \$1,580.54.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment in a twelve-unit building (the "Residential Property").
- [5] The Tenant and a former owner of the Residential Property entered into a written, fixed-term tenancy agreement for the Unit from October 16, 2021 to October 31, 2022 (the "Tenancy Agreement"). At the end of the fixed-term the tenancy continued on a month-to-month basis. A security deposit of \$1,500.00 was paid before the Tenant moved into the Unit. Rent of \$1,580.54 is due on the first day of the month.
- [6] On December 1, 2023 the Landlord commenced operating the Unit and the Tenancy Agreement continued.
- [7] On May 5, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 25, 2025 (the "Notice") for non-payment of May rent, in the amount of \$1,580.54.
- [8] On May 27, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD25-223. The Application also seeks rent owing, which is determined in this decision.
- [9] On June 6, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 19, 2025.
- [10] On June 10, 2025 the Rental Office mailed and emailed the parties notice of a revised teleconference hearing scheduled for June 19, 2025.
- [11] On June 16, 2025 the Rental Office emailed the parties a 25-page evidence package.
- [12] On June 19, 2025 the Landlord's representative (the "Representative") and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

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

ANALYSIS AND CONCLUSION

- [13] The evidence establishes that the Tenant owes the Landlord June 2025 rent, in the amount of \$1,580.54, which must be paid by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the amount of \$1,580.54 by July 23, 2025.

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