

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord seeks an order against the Tenants for rent owing and utilities owing, in the amount of \$6,938.33.
- [3] The Tenants are individually referred to as "Tenant" and "T2".

DISPOSITION

- [4] The Tenants must pay the Landlord rent owing and utilities owing, in the amount of \$6,938.33.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom apartment in a six-unit building ("Residential Property").
- [6] On June 1, 2024 the parties entered into an oral, monthly tenancy agreement for the Unit. Rent is \$1,068.00 due on the first day of the month. The parties disputed whether or not a \$550.00 security deposit was paid.
- [7] On May 16, 2025 the Representative served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of May 16, 2025 for non-payment of rent ("Notice"). I note that the earliest vacate date for the Notice was June 5, 2025 because the minimum twenty-day period required by subsection 60(1) of the *Act*. The Notice's vacate date is automatically corrected to June 5, 2025 under section 54.
- [8] On May 23, 2025 the Tenant filed on her own behalf a *Form 2(A) Tenant Application to Determine Dispute* ("Tenant Application") with the Rental Office disputing the Notice, which is determined in Order LD25-235.
- [9] The Tenant Application also seeks a written tenancy agreement, and a determination that the Landlord contravened the *Act* by failure to repair or maintain the Unit, which is settled in Order LD25-235.
- [10] On June 10, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* ("Landlord Application") with the Rental Office seeking vacant possession of the Unit and for Sheriff Services to put the Landlord in possession, which is determined in Order LD25-235.
- [11] The Landlord Application also seeks a rent owing claim against the Tenants, which is determined in this decision.
- [12] On June 11, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 26, 2025.
- [13] On June 23, 2025 the Rental Office emailed the parties a 32-page PDF evidence package.
- [14] On June 24, 2025 the Rental Office emailed the parties a 12-page PDF additional evidence package.
- [15] On June 25, 2025 the Rental Office emailed the parties three PDF documents (a 17-page, a 12-page and a 5-page second additional evidence package).
- [16] On June 26, 2025 the Tenants submitted two PDF documents (1-page each) written submissions by the Tenants. The two PDFs were forwarded to the Landlord.

- [17] On June 26, 2025 the Tenant and the Representative joined the teleconference hearing for determination of the Tenant Application and the Landlord Application. The parties confirmed receipt of evidence package, two additional evidence packages and the written submissions from the Tenants and confirmed that all evidence submitted was included.

ISSUE

- A. Do the Tenants owe rent and utilities to the Landlord?

ANALYSIS

- [18] The evidence establishes that the Tenants owe rent for September 2024 (\$1,068.00), October 2024 (\$1,068.00), January 2025 (\$538.00), February 2025 (\$468.00), March 2025 (\$1,068.00), April 2025 (\$68.00), May 2025 (\$1,068.00) and June 2025 (\$1,068.00). The Tenants had a \$524.00 credit from over-payment of December 2024 rent.
- [19] The total amount of rent owed is \$5,890.00 (\$6,414.00 minus \$524.00).
- [20] The evidence further establishes that electricity was the Tenants' responsibility.
- [21] The Tenant stated that she was unaware that electricity was the Tenants' responsibility. The Tenant stated that she would pay the other tenant her share of the rent each month. The Tenant stated that she was not aware that the Landlord was not receiving rent payments each month.
- [22] The Representative stated that he tried to work with the Tenants. The Representative stated that the electricity is in the Landlord's name and he would forward the electricity bill each month to the Tenants. The Representative stated that the Tenants have not paid any electricity bills throughout the tenancy.
- [23] The Representative stated that the electricity bill is \$1,048.33 from June 2024 to May 2025.
- [24] T2 in their written submission stated:
- "Another issue arose regarding the electricity account. I returned home one day to find the power disconnected, and I was informed by Maritime Electric, I couldn't register the account in my name without a lease. I again reached out to Alex, and he subsequently put the account in his name, agreeing to forward me the bills—though to date, I have only received one."*
- [25] I find that the evidence establishes that electricity was an excluded service of the tenancy and was the responsibility of the Tenants.
- [26] Therefore, I find that the Landlord Application is allowed. The Tenants must pay the Landlord \$6,938.33 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlord \$6,938.33 by August 29, 2025.

DATED at Charlottetown, Prince Edward Island, this 27th day of June, 2025.

(sgd.) Cody Burke

Cody Burke
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.