

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 Landlords seek an order requiring the Tenant to pay rent owing totalling \$2,008.06.

DISPOSITION

- [3] I find that the Landlords have established a claim for rent owing in the amount of \$2,008.06.

BACKGROUND

- [4] The Unit is the downstairs portion of a house (the "Residential Property") that the Landlords own. The upstairs portion of the house is also a rental unit.
- [5] In August 2020, the Tenant and a previous landlord entered into a written month-to-month tenancy agreement for the Unit. Rent of \$750.00 is due on the first day of each month, and a security deposit of \$750.00 was paid to the previous landlord.
- [6] On March 28, 2025, the Landlords purchased the Residential Property; however, the security deposit was not transferred to the Landlords.
- [7] On March 31, 2025, the Landlords served the Tenant personally with a *Form 4(B) Eviction Notice* with an effective date of July 31, 2025 (the "First Notice") for the possession of the Unit for the Landlords' own use.
- [8] On May 2, 2025, the Landlords served the Tenant personally with a *Form 4(A) Eviction Notice*, effective May 22, 2025 (the "Second Notice"), for non-payment of May's rent of \$750.00.
- [9] On June 6, 2025, the Landlords filed with the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlords in possession, which is the subject **Order LD25-250**. The Application also seeks rent owing, which is determined in this Order.
- [10] On June 10, 2025, the Rental Office emailed the Landlords and mailed to the Tenant notice of a teleconference hearing scheduled for June 26, 2025. The Rental Office also spoke to the Tenant by telephone on June 10, 2025, and advised her of the hearing notice details.
- [11] On June 24, 2025, the Rental Office emailed the Landlords a 27-page PDF and two audio files (the "Evidence Package") to serve to the Tenant. The Landlords served a copy of the Evidence Package to the Tenant and played the audio files for the Tenant.
- [12] On June 26, 2025, the Landlords were notified that the hearing was being rescheduled. I telephoned the Tenant, but there was no answer. I left a voicemail requesting that the Tenant contact the Rental Office.
- [13] On June 27, 2025, the Rental Office emailed the Landlords notice of a rescheduled teleconference hearing for July 8, 2025. The Landlords posted a copy of the rescheduled notice of teleconference hearing on the Unit's door.
- [14] On July 8, 2025, the Landlords participated in a teleconference hearing. I telephoned the Tenant and left a voicemail with the hearing details. I was satisfied that the Tenant had been served with all documents. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time. The Landlords confirmed receipt of the Evidence Package and that all evidence submitted to the Rental Office was included. The Tenant submitted no documents or evidence.

ISSUE

- A. Does the Tenant owe the Landlords rent?

ANALYSIS

- [15] The Landlords stated that they served the First Notice on March 31, 2025, for possession of the Unit for the Landlords' own use. The Landlords told the Tenant that they were unable to receive rent payments by debit, which is what the previous landlord had done. The Tenant paid rent for April 2025 in cash to the Landlords.
- [16] When rent for May 2025 was due, the Tenant told the Landlords that she did not want to move out of the Unit and refused to pay rent for May. The Landlords submitted two audio messages from the Tenant as evidence. The Landlords stated that the Tenant did not pay rent for May 2025, and the Second Notice was served on May 2, 2025. No rent has been paid for May, June, or July 2025.
- [17] 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.*
- [18] I find that the evidence establishes that the Tenant owes the Landlords rent for May (\$750.00) and June (\$750.00) 2025, totalling **\$1,500.00**.
- [19] In **Order LD25-250**, the tenancy agreement is terminated effective July 21, 2025. The Tenant must also pay the Landlords rent from July 1 to 21, 2025, of **\$508.06** (21 days divided by 31 days multiplied by \$750.00).
- [20] The total amount of rent owing is **\$2,008.06**, which must be paid by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlords \$2,008.06 by August 11, 2025.

DATED at Charlottetown, Prince Edward Island, this 11th day of July, 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.