

**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 against the Tenant for rent owing, which amounts to \$2,174.19.

**DISPOSITION**

- [3] I find that the Landlords have established a claim for rent owing, in the amount of \$2,174.19.

**BACKGROUND**

- [4] The Unit is a one-bedroom, one-bathroom studio apartment in a three-unit building that the Landlords have owned since February of 2024.
- [5] The parties entered into a written, fixed-term tenancy agreement from April 3, 2025 to March 31, 2026 (the "Tenancy Agreement"). Rent in the amount of \$1,100.00 is due on the first day of the month. A security deposit of \$1,100.00 was required but not paid.
- [6] On July 1, 2025 the Landlords had the Tenant served with a *Form 4(A) Eviction Notice* with a vacate date of July 20, 2025 (the "Notice") for non-payment of rent and other reasons. I note that the earliest vacate date was July 21, 2025 to comply with the minimum notice period under subsection 60(1) of the *Act*. This date is automatically corrected under section 54.
- [7] On July 23, 2025 the Landlords 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 Landlords in possession, which is determined in Order LD25-295. The particulars of the Application also address rent owing, which is determined in this decision. The Application is amended under clause 80(3)(f) to select line (a) on page 1 for a rent owing order.
- [8] On August 4, 2025 the Rental Office mailed the parties notice of a teleconference hearing scheduled for August 12, 2025. The Rental Office emailed the Landlords a copy of this notice and the Landlords had a copy posted to the Unit's door.
- [9] On August 7, 2025 the Rental Office emailed the Landlords a 31-page evidence package, which the Landlords had posted to the Unit's door.
- [10] On August 12, 2025 the Landlords joined the teleconference hearing for determination of the Application. I telephoned the Tenant but I was unable to speak with the Tenant. I tried emailing the Tenant an additional copy of the notice of hearing. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time.

**ISSUE**

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

**ANALYSIS**

- [11] The evidence establishes that the Tenant owes the Landlords rent for May (\$300.00), June (\$100.00) and July (\$1,100.00) of 2025.
- [12] In Order LD25-295 the Tenancy Agreement is terminated effective August 19, 2025. The Tenant must also pay the Landlords rent for August 1 to 19, 2025 in the amount of \$674.19 (19 days divided by 31 days multiplied by \$1,100.00).

[13] The Tenant's total rent owing is \$2,174.19, which must be paid by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant must pay the Landlords rent owing in the amount of \$2,174.19 by September 12, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 12th day of August, 2025.

(sgd.) Andrew Cudmore

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**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.