

**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 \$2,650.00.

**DISPOSITION**

- [3] I find that the Landlord has established a claim against the Tenant for rent owing, in the amount of \$2,650.00.

**BACKGROUND**

- [4] The Unit is a four-bedroom, two-bathroom single family home that the Landlord has owned since 1998.
- [5] The Landlord, the Tenant and another tenant ("GC") entered into a written, fixed-term tenancy agreement from December 17, 2024 to May 31, 2025 (the "Tenancy Agreement"). Rent in the amount of \$2,000.00 was due on the first day of the month. A security deposit was not required.
- [6] On or about April 3, 2025 the Tenant and GC had vacated the Unit after previously being served with an eviction notice.
- [7] On April 23, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office for rent owing. The Landlord served the Tenant with the Application.
- [8] On July 10, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 21, 2025.
- [9] On August 13, 2025 the Rental Office emailed the Landlord and the Tenant a 45-page evidence package.
- [10] On August 21, 2025 the Landlord joined the teleconference hearing for determination of the Application. I telephoned the Tenant but I received an error message. I emailed the Tenant an additional copy of the evidence package and the teleconference instructions. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time.

**PRELIMINARY MATTER**

- [11] The Tenancy Agreement and the Application name the Tenant and GC.
- [12] However, there is insufficient evidence to establish that GC was served with the Application or is aware of this proceeding.
- [13] Therefore, this decision solely determines the Landlord's rent owing claim against the Tenant.

**ISSUE**

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

**ANALYSIS**

- [14] The evidence contains an email chain between the Landlord and the Tenant with communications after the Tenant had moved out of the Unit. The Landlord and the Tenant discussed the Tenant's responsibility for rent owing and necessary payments. However, the Tenant did not make any payments towards the rent owing. As the Tenant did not make any payments, the Landlord can claim against the Tenant for the full amount of rent owing.
- [15] The evidence establishes that the Tenant and GC were jointly and severally liable for paying the rent to the Landlord.
- [16] The Landlord submitted into evidence e-Transfer documents and a calculation of the rent owing.
- [17] The evidence establishes that the Tenant owes rent to the Landlord in the amount of \$2,650.00, which must be paid by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant must pay the Landlord rent owing in the amount of \$2,650.00 by September 22, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 21st 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.