

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 rent owing in the amount of \$4,111.56.

DISPOSITION

- [3] I find that the Landlord has established a claim for rent owing in the amount of \$3,909.47.
- [4] The Landlord will keep the security deposit of \$1,883.90 and the Tenant must pay the Landlord additional compensation in the amount of \$2,025.57 by the timeline below.

BACKGROUND

- [5] The Landlord, the Tenant and another Tenant (KS) entered into a written, one-year fixed-term tenancy agreement for the Unit (the "Tenancy Agreement") that started around October of 2023. The tenancy then continued on a month-to-month basis. A security deposit of \$1,800.00 was paid near the beginning of the tenancy. As of January 1, 2025, rent in the amount of \$1,841.00 was due on the first day of the month.
- [6] On May 13, 2025 the Landlord served a *Form 4(A) Eviction Notice* for non-payment of rent with a vacate date of June 2, 2025.
- [7] On June 4, 2025 the Tenant vacated the Unit. KS may have vacated the Unit earlier.
- [8] On June 18, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office for rent owing against the Tenant and KS. The Landlord served the Tenant with the Application. The Landlord seeks to keep the security deposit and additional compensation.
- [9] On August 12, 2025 the Rental Office telephoned the Tenant and confirmed that a notice of hearing would be emailed to the Tenant shortly. The Tenant stated that KS had left the Unit six months before the Tenant vacated. The Tenant advised that she did not have a telephone number or email address for KS. The Rental Office sent the Landlord and the Tenant notice of a teleconference hearing scheduled for September 16, 2025, along with a copy of the Application.
- [10] On September 11, 2025 the Rental Office emailed the Landlord and the Tenant a 22-page evidence package.
- [11] On September 16, 2025 the Rental Office emailed the Landlord and the Tenant an additional copy of the evidence package.
- [12] At the scheduled hearing time only the Landlord joined the teleconference. I telephoned the Tenant but received no response. I waited ten minutes before proceeding with the hearing in the Tenant's absence. The hearing proceeded with solely the Landlord. After the hearing the Landlord submitted additional evidence.

PRELIMINARY MATTER

- [13] The Application claims against the Tenant and KS.

- [14] The Landlord submitted social media evidence to the Rental Office. The Landlord argued that the Tenant and KS may still be together. However, the Landlord does not have contact information for KS. The Landlord stated that the Landlord's last communication with KS was around the winter of 2024/2025.
- [15] I find that there is insufficient evidence to establish that KS was served with the Application or is aware of this proceeding.
- [16] 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

- [17] The Landlord's evidence establishes that the total amount of rent due was \$9,450.47 from January 1, 2025 to the vacate date of June 4, 2025, based upon the following monthly rents:
- January - \$1,841.00
 - February - \$1,841.00
 - March - \$1,841.00
 - April - \$1,841.00
 - May - \$1,841.00
 - June 1 to 4 - \$245.47 (4 days divided by 30 days multiplied by \$1,841.00)
- [18] The Landlord's evidence also establishes that the total amount of rent paid for the Unit in 2025 was \$5,541.00 through the following payments:
- February 3 - \$1,800.00
 - February 17 - \$1,900.00
 - March 3 - \$1,841.00
- [19] The net amount of rent owing is \$3,909.47 (\$9,450.47 minus \$5,541.00).
- [20] Based upon the evidence presented, the Tenant and KS were jointly and severally liable for paying the rent to the Landlord. This means that the Landlord can pursue solely the Tenant for the entire amount owed. It would be a matter directly between the Tenant and KS to adjust between themselves any amount that the Landlord retains or collects from the Tenant under this Order.
- [21] The Landlord will keep the security deposit, including interest, in the amount of \$1,883.90. The Tenant must pay the Landlord additional compensation for rent owing in the amount of \$2,025.57 (\$3,909.47 minus \$1,883.90) by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit and interest in the amount of \$1,883.90.
2. The Tenant must pay the Landlord additional compensation for rent owing in the amount of \$2,025.57 by October 20, 2025.

DATED at Charlottetown, Prince Edward Island, this 18th day of September, 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.