

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.

DISPOSITION

- [3] I find that the Tenant will pay the Landlord the rent owing balance for September 2025 in the amount of \$495.00 forthwith.

BACKGROUND

- [4] The Unit is a batchelor unit in a 13-unit building (the "Residential Property").
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from January 24, 2025 to December 30, 2025 (the "Tenancy Agreement"). A security deposit of \$995.00 was paid on January 23, 2025. The Tenancy Agreement states that rent in the amount of \$995.00 is due on the first day of the month.
- [6] On August 5, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of August 25, 2025 (the "Notice") for non-payment of rent, in the amount of \$490.00.
- [7] On August 25, 2025 the Landlord 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 Landlord in possession, which is determined in Order LD25-346. The Application also seeks rent owing, which is determined in this decision.
- [8] On September 4, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for September 18, 2025.
- [9] On September 12, 2025 the Rental Office emailed the parties a 23-page evidence package.
- [10] On September 18, 2025 the Landlord's representative (the "Representative") and the Tenant participated in the teleconference hearing for determination of the Application. The parties confirmed receipt of the evidence package and confirmed that all evidence submitted to the Rental Office was included.

ISSUE

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

ANALYSIS

- [11] In Order LD25-346 I found that the monthly rent is due by the first day of the month under the Tenancy Agreement.
- [12] The evidence of the parties establishes that rent in the amount of \$495.00 remains outstanding for September 2025. I find that this amount must be paid as ordered below.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord the rent owing balance for September 2025 in the amount of \$495.00 forthwith.

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.