

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 \$3,300.00.

DISPOSITION

- [3] I find that the Landlord has established a claim for rent owing in the amount of \$2,880.00.

BACKGROUND

- [4] The Unit is a three-bedroom, two-bathroom single family home.
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from June 15, 2025 to December 14, 2026 (the "Tenancy Agreement"). A security deposit of \$2,100.00 was required and paid. Rent in the amount of \$2,100.00 is due on the fifteenth day of the month.
- [6] On August 28, 2025 after 5:00 p.m. the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with a vacate date of September 17, 2025 (the "Notice") for non-payment of rent in the amount of \$3,300.00 and repeatedly late rent payments.
- [7] The Notice is considered served effective August 29, 2025 under subsection 100(5) of the *Act* because it was served after 5:00 p.m. Therefore, the correct vacate date was September 18, 2025 to comply with the minimum notice period in subsection 60(1). This date is automatically corrected under section 54.
- [8] The particulars of termination state:
- "The tenant has failed to pay rent as required. As of the date of this nothice, rent in the amount of \$3,300.00 remains unpaid, which is more than one month's rent(\$2,100) in arrears.*
- This notice is issued pursuant to Part 4, Division 3, Section 60 of the Residential Tenancy Act due to non-payment of rent."*
- [9] On September 9, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office disputing the Notice, which is determined in Order LD25-360. The Tenant Application was emailed to the Rental Office after business hours on September 8, 2025, and is therefore considered to be filed on September 9, 2025.
- [10] On September 11, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for the morning of September 23, 2025, along with a copy of the Tenant Application.
- [11] On September 15, 2025 the Rental Office sent the parties notice of a teleconference hearing rescheduled for the afternoon of September 23, 2025.
- [12] On September 16, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord 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 LD25-360. The Landlord Application also seeks rent owing, which is determined in this decision.
- [13] On September 19, 2025 the Rental Office emailed the parties a 228-page evidence package.

- [14] On September 23, 2025 the Tenant submitted three emails as additional evidence that were shared with the Landlord. The Landlord and the Tenant later joined the teleconference hearing. The Landlord confirmed receipt of the evidence package and confirmed that all evidence submitted to the Rental Office was included.
- [15] The parties provided additional evidence after the teleconference hearing. The Tenant confirmed that the Tenant did not believe any evidence was missing that had been submitted to the Rental Office before the teleconference hearing.

ISSUE

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

ANALYSIS

- [16] In Order LD25-360 I determined that rent in the amount of \$3,300.00 was owing. However, the Tenancy Agreement was also terminated effective October 8, 2025, before the end of the monthly cycle on October 14, 2025.
- [17] Therefore, the Landlord can only collect rent for the period of September 15, 2025 to October 8, 2025, in the amount of \$1,680.00 (24 days divided by 30 days multiplied by \$2,100.00), a reduction of \$420.00.
- [18] The Tenant must pay the Landlord the amount of \$2,880.00 (\$3,300.00 minus \$420.00) forthwith (right away).
- [19] In Order LR25-41 the Island Regulatory and Appeals Commission made the following comment regarding security deposits:

"During the course of the hearing, mention was made of the security deposit. The Commission reminds the parties that the matter of the security deposit can only be determined following the end of the tenancy. The parties are reminded to review section 40 of the Act as it sets out the rights and obligations with respect to claims and returns with respect to security deposits."

- [20] As a result, I have not offset the security deposit from the rent owing.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord rent owing in the amount of \$2,880.00 forthwith.

DATED at Charlottetown, Prince Edward Island, this 1st day of October, 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.