

**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 Tenants for rent owing in the amount of \$7,100.00.

**DISPOSITION**

- [3] I find that the Landlord has established a claim for rent owing in the amount of \$6,012.10.

**BACKGROUND**

- [4] The Unit is a two-bedroom, two-bathroom apartment in a 60-unit building (the "Residential Property") that is about one-year-old.
- [5] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from May 15, 2025 to April 30, 2026 (the "Tenancy Agreement"). A security deposit of \$1,775.00 was required but only \$1,425.00 was paid around May 15, 2025. Rent in the amount of \$1,775.00 is due on the first day of the month.
- [6] The Landlord's representative (the "Representative") stated that on July 23, 2025 the Landlord provided the Tenants with a first *Form 4(A) Eviction Notice* with an effective date of August 12, 2025 (the "First Notice") for non-payment of July rent, in the amount of \$1,775.00, and non-payment of part of the security deposit, in the amount of \$350.00. The Tenants stated that they believed that they received the First Notice in mid-August.
- [7] On September 10, 2025 the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with an effective date of September 30, 2025 (the "Second Notice") for non-payment of July, August and September 2025 rent.
- [8] On September 11, 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 LD25-363. The Application also seeks rent owing, which is determined in this decision.
- [9] On September 18, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for October 2, 2025.
- [10] On September 25, 2025 the Rental Office emailed the parties a 48-page evidence package.
- [11] On October 2, 2025 the Representative and the Tenants participated in the teleconference hearing for determination of the Application. The parties stated that they received the evidence package email but they had trouble accessing the document. I reviewed the documents that were included in the evidence package and I asked the parties if they would like to receive an additional email with the evidence package. The parties did not require an additional copy of the evidence package and the hearing proceeded.

**ISSUE**

- A. Do the Tenants owe rent to the Landlord?

**ANALYSIS**

- [12] In Order LD25-363 I determined that rent in the amount of \$7,100.00 was owing for the period of July 1, 2025 to October 31, 2025. It would be expected that the Tenants would pay the entire amount of \$7,100.00 if the Tenancy Agreement was continuing.
- [13] However, in Order LD25-363 the Tenancy Agreement is terminated effective October 12, 2025, before the end of the monthly cycle on October 31, 2025.
- [14] Therefore, the Landlord can only collect rent for the period of October 1, 2025 to October 12, 2025, in the amount of \$687.10 (12 days divided by 31 days multiplied by \$1,775.00).
- [15] The Tenants must pay the Landlord the amount of \$6,012.10 (\$5,325.00 for July to September plus \$687.10 for October 1 to 12) forthwith (right away).
- [16] 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."*

- [17] As a result, I have not offset the security deposit paid from the rent owing.
- [18] In this decision I will not require the Tenants to pay the security deposit balance of \$350.00 because the Tenancy Agreement is terminated effective October 12, 2025. It would be expected that the Tenants would pay the security deposit balance of \$350.00 if the Tenancy Agreement was continuing.

**IT IS THEREFORE ORDERED THAT**

1. The Tenants must pay the Landlord rent owing in the amount of \$6,012.10 forthwith.

**DATED** at Charlottetown, Prince Edward Island, this 2nd 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.