

**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 must pay the Landlord the rent owing in the amount of \$1,774.35 by the timeline below.

**BACKGROUND**

- [4] The Unit is a two-bedroom, one-bathroom unit in a five-unit building (the "Residential Property").
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from September 20, 2024 to August 31, 2025 (the "Tenancy Agreement"), which then continued on a month-to-month basis. A security deposit of \$1,195.00 was paid on September 23, 2024. Rent in the amount of \$1,195.00 is due on the first day of the month.
- [6] On September 4, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of September 24, 2025 (the "Notice") for non-payment of rent, in the amount of \$1,195.00.
- [7] On September 24, 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 LD25-381. The Application also seeks rent owing, which is determined in this decision.
- [8] On October 6, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for October 21, 2025.
- [9] On October 7 and 9, 2025 the Rental Office telephoned the Tenant but received no response. The Rental Office left voicemail messages for the Tenant.
- [10] On October 16, 2025 the Rental Office emailed the parties a 20-page evidence package.
- [11] On October 21, 2025 the Landlord's representative joined the teleconference hearing for determination of the Application. I telephoned the Tenant but I received no response. I emailed the Tenant an additional copy of the evidence package. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time.

**ISSUE**

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

**ANALYSIS**

- [12] The evidence presented establishes that the Tenant owes the Landlord a rent balance for September 2025, in the amount of \$695.00, because of a \$500.00 payment on September 9, 2025.
- [13] In Order LD25-381 the Tenancy Agreement is terminated effective October 28, 2025. The Tenant must also pay the Landlord rent for October 1 to 28, 2025 in the amount of \$1,079.35 (28 days divided by 31 days multiplied by \$1,195.00).

[14] The total amount of rent owing is \$1,774.35, which must be paid by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant must pay the Landlord the amount of \$1,774.35 by November 21, 2025.

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