

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 Tenant claims against the Landlord in the amount of \$2,258.50 for one-month's rent and moving expenses under section 72 of the Act.

DISPOSITION

- [3] I find that the Tenant has established the \$2,258.50 claim for one-month's rent and moving expenses.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom rental unit located in a duplex building.
- [5] Around the Summer of 2016 the Landlord and the Tenant entered into a written, one-year-fixed-tenancy agreement, which later converted to a monthly agreement. The Tenant paid a \$950.00 security deposit at the beginning of the tenancy. Rent in the amount of \$1,166.00 was due on the first day of the month.
- [6] On April 30, 2025 the Landlord served the Tenant with a *Form 4(B) Eviction Notice* with a vacate date of August 31, 2025, for the Landlord's family member occupying the Unit (the "Landlord Notice").
- [7] On May 21, 2025 the Tenant served the Landlord with a *Form 3 Tenant Notice of Termination* with a vacate date of May 31, 2025 (the "Tenant Notice").
- [8] On May 31, 2025 the Tenant vacated the Unit.
- [9] On September 8, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office for one month's rent and moving expenses under section 72 of the Act (the "Application"). The Tenant served the Application to the Landlord.
- [10] On October 30, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for December 9, 2025.
- [11] On November 25, 2025 the Rental Office telephoned the Landlord regarding the notice of hearing and evidence submissions.
- [12] On November 26, 2025 the Rental Office provided the parties an 87-page evidence package.
- [13] On December 9, 2025 the Tenant and the Tenant's representative participated in a teleconference hearing. The Landlord did not participate in the hearing.
- [14] I telephoned the Landlord but my call was not answered. I emailed the Landlord an additional copy of the evidence package, which included the notice of hearing, and advised that the hearing would be proceeding. The hearing proceeded about ten minutes after the scheduled time. The Tenant confirmed receipt of the evidence package and confirmed that all evidence submitted to the Rental Office was included.

ISSUE

- A. Must the Landlord pay one-month's rent and moving expenses to the Tenant?

ANALYSIS

[15] Sections 72 and 73 of the *Act* required the Landlord to pay compensation to the Tenant because the Landlord served the Landlord Notice for an eligible family member moving into the Unit.

[16] These sections state as follows:

A landlord shall compensate a tenant who receives a notice of termination of a tenancy under section 62 or 63 in an amount equal to one month's rent plus reasonable moving expenses in accordance with the regulations or offer the tenant another rental unit acceptable to the tenant.

Where the landlord is required to compensate a tenant under section 70, 71 or 72, the landlord shall compensate the tenant no later than the termination date specified in the notice of termination of the tenancy given by the landlord.

[17] Subsection 6(1) of the *Residential Tenancy Regulations* states:

For the purposes of subsections 70(1) and (2) and sections 71 and 72 of the Act, reasonable moving expenses are the lesser of the actual expenses of the move or one month's rent.

[18] The Tenant's evidence establishes that the Landlord had a duty to pay the Tenant section 72 compensation, but the Landlord did not complete the payment.

[19] I note that the Landlord was required to pay section 72 compensation even though the Tenant served the Tenant Notice to the Landlord on May 21, 2025 (see Island Regulatory and Appeals Commission Order LR24-12).

[20] I have reviewed the Tenant's documents and testimony and I find that the Tenant has established a claim for moving expenses, in the amount of \$1,092.50. I note that the Landlord did not submit evidence or participate in the hearing to dispute the amount claimed.

[21] The Tenant has established a total claim of \$2,258.50 (one month's rent of \$1,166.00 plus moving expenses of \$1,092.50), which the Landlord must pay by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant \$2,258.50 by January 9, 2026.

DATED at Charlottetown, Prince Edward Island, this 9th day of December, 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.