

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Landlord seeks rent owing in the amount of \$2,400.00 from the Tenants.

## DISPOSITION

- [3] The Landlord has established a claim for rent owing in the amount of \$2,035.48.

## BACKGROUND

- [4] The Unit is a basement apartment in a multi-unit building.
- [5] On July 1, 2025, the parties entered into a written monthly tenancy agreement for the Unit. Rent of \$1,000.00 is due on the first day of the month. A security deposit of \$700.00 was paid at the beginning of the tenancy.
- [6] On November 2, 2025, the Landlord served the Tenants with a first *Form 4(A) Eviction Notice* with a vacate date of November 22, 2025 (the “First Notice”) for non-payment of \$1,100.00 in rent. The Landlord stated he posted a copy to the Unit’s door on the same date.
- [7] On November 30, 2025, the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with a vacate date of December 31, 2025 (the “Second Notice”) for repeatedly late rent payments. The Landlord stated he posted a copy to the Unit’s door on the same date.
- [8] On December 1, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking rent owing, which is determined in this Order. The Landlord stated he posted a copy to the Unit’s door on the same date.
- [9] The Application also seeks vacant possession of the Unit. The tenancy agreement is terminated, effective January 29, 2026, as determined in Order LD26-024.
- [10] On December 22, 2025, the Rental Office mailed the parties and emailed the Landlord notice of a teleconference hearing scheduled for January 15, 2026. The Landlord stated he posted a copy to the Unit’s door on the same date.
- [11] On January 7, 2026, the Rental Office sent the Landlord a 22-page PDF evidence package. The Landlord stated he posted a copy to the Unit’s door on the same date.
- [12] On January 15, 2026, the Landlord participated in a teleconference hearing. I called the Tenants; however, no one answered. I waited ten minutes, and then the hearing proceeded in the Tenants’ absence.
- [13] The Landlord confirmed receipt of the evidence package and that all evidence submitted to the Rental Office was included. The Tenants submitted no documents.

## ISSUE

- A. Do the Tenants owe the Landlord rent?

**ANALYSIS AND CONCLUSION**

- [14] The Landlord stated that the tenancy agreement states that the rent is \$1,000.00, but he charged the Tenants \$1,100.00 per month because they had pets. He stated that for determining the Application, he is only seeking rent owing of \$1,000.00 per month.
- [15] The Landlord stated that the Tenants owe \$400.00 in rent for November 2025, \$1,000.00 in rent for December 2025, and \$1,000.00 in rent for January 2026, for a total of \$2,400.00.
- [16] The Landlord stated that the Tenants promised to pay the outstanding rent or to make partial payments on several occasions. The Landlord submitted messages between the parties as evidence. He stated that the Tenants paid \$600.00 in December, which he credited toward November's rent. No additional rent payments have been made since that time.
- [17] I find that the Tenants paid an additional \$100.00 per month in rent for July, August, and September 2025 due to having pets in the Unit. Subsection 20(2) of the Act lists the fees that a landlord may charge a tenant:
- (a) the actual cost of replacing keys or other access devices;*
  - (b) the actual cost of additional keys or other access devices requested by the tenant;*
  - (c) a service fee charged by a financial institution to the landlord for the return of a tenant's cheque;*
  - (d) an administration fee of not more than \$25 for the return of a tenant's cheque by a financial institution;*
  - (e) a fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement; and*
  - (f) a service prescribed in the regulations.*
- [18] There is nothing in the Act or Regulations that allows a landlord to charge tenants a "pet fee" or to charge additional rent for pets in a unit. As such, I find that the Tenants have overpaid rent by \$300.00 for July, August, and September 2025.
- [19] I find that the Landlord established that the Tenants owe rent for November 2025 of \$400.00 and December 2025 of \$1,000.00, totalling \$1,400.00.
- [20] As the tenancy is terminated effective January 29, 2026, I find that the Tenants owe the Landlord rent for 29 days in January 2026, of \$935.48 (29 days / 31 days x \$1,000.00).
- [21] With the \$300.00 rent credit, I find that the Tenants owe the Landlord \$2,035.48 in outstanding rent (\$1,400.00 + \$935.48 - \$300.00).

**IT IS THEREFORE ORDERED THAT**

1. The Tenants must pay the Landlord the amount of \$2,035.48 by February 19, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 19th day of January, 2026.

(sgd.) Mitch King

**Mitch King**  
**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.