

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 rent owing in the amount of \$6,634.29 by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, two-bathroom unit in a 30-unit building (the “Residential Property”) that the Landlord has owned since it was built 2.5 years ago.
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from October 1, 2025 to September 30, 2026 (the “Tenancy Agreement”). The Tenant moved in about five days early. A security deposit of \$2,160.00 was paid around the beginning of the tenancy. Rent in the amount of \$2,160.00 is due on the first day of the month.
- [6] On November 20, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 10, 2024 (the “Notice”) for non-payment of rent, in the amount of \$2,160.00.
- [7] I note that the effective date is automatically corrected to December 10, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 60(1).
- [8] On December 18, 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 decision. The Application also seeks vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD26-030. The Landlord posted the Application to the Unit’s door.
- [9] On January 2, 2026 the Rental Office issued notice of a teleconference hearing scheduled for January 22, 2026. The Landlord posted this notice to the Unit’s door.
- [10] On January 16, 2026 the Rental Office telephoned the Tenant but received no response and it was not possible to leave a voicemail message.
- [11] On January 19, 2026 the Rental Office issued an 11-page evidence package. The Landlord posted the evidence package on the Unit’s door.
- [12] On January 22, 2026 the Landlord representative joined the teleconference hearing for determination of the Application. I telephoned the Tenant and left a voicemail message to immediately call into the hearing. I emailed the Tenant an additional copy of the evidence package and the Tenancy Agreement. 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

- [13] The Landlord filed the Application against the Tenant and another person. However, as the Tenancy Agreement provided only names the Tenant as a tenant and the Tenancy Agreement indicates that only the Tenant signed this agreement, I find that only the Tenant is the proper respondent.
- [14] The evidence presented establishes that the Tenant has three months of rent owing to the Landlord, for the months of November, December and January, in the amount of \$6,480.00.
- [15] In Order LD26-030 the Tenancy Agreement is terminated effective February 2, 2026. The Tenant must also pay the Landlord rent for February 1 and 2, 2026, in the amount of \$154.29 (2 days divided by 28 days multiplied by \$2,160.00).
- [16] The total amount of rent that the Tenant must pay to the Landlord is \$6,634.29, which must be paid by the timeline below.
- [17] I note that subsection 40(2) of the *Act* authorizes a landlord to keep from a security deposit an amount that the Rental Office has ordered a tenant to pay to the landlord and that remains unpaid at the end of the tenancy.
- [18] If the Tenant's outstanding rent remains unpaid as of February 2, 2026, then the Landlord may, at its option, keep the security deposit to offset part of the Tenant's outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the amount of \$6,634.29 by February 23, 2026.
2. If the Tenant's outstanding rent remains unpaid as of February 2, 2026, then the Landlord may, at its option, keep the security deposit to offset part of the Tenant's outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 23rd day of January, 2026.

(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.