

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 \$2,553.57 from the Tenant.

DISPOSITION

- [3] The Landlord has established a claim for rent owing in the amount of \$2,553.57.

BACKGROUND

- [4] The Unit is an apartment in a converted hotel owned by the Landlord (the "Residential Property").
- [5] The parties signed a written, fixed-term tenancy agreement for the Unit, commencing September 18, 2025, and ending September 18, 2026. Rent in the amount of \$1,100.00 is due on the first day of the month. A \$500.00 security deposit was paid at the beginning of the tenancy.
- [6] On November 27, 2025, the Landlord's representative (the "Landlord Representative") served the Tenant with a first *Form 4(A) Eviction Notice* effective December 27, 2025, for disturbing and endangering others or putting the Landlord's property at significant risk (the "First Notice"). The Landlord Representative stated that the First Notice was served by placing it under the Unit's door.
- [7] On December 9, 2025, the Landlord Representative filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking rent owing, vacant possession of the Unit and for the Sheriff to put the Landlord in possession (the "First Application"). The Landlord Representative stated she served the First Application by placing it under the Unit's door.
- [8] On December 29, 2025, the Landlord Representative served the Tenant with a second *Form 4(A) Eviction Notice*, effective December 31, 2025, for disturbing and endangering others or putting the Landlord's property at significant risk (the "Second Notice"). The Landlord Representative stated that the Second Notice was served to the Tenant in person.
- [9] The particulars of termination stated "*Repeated smoking cigarettes and week in unit all the time. Had several noise complaints. Tenant has been spoken to many times on both issues. Disruption to tenants and [unknown] complaints.*"
- [10] The earliest vacate date for the Second Notice is January 31, 2026, because of the minimum notice period required by subsection 61(3) of the Act. For this reason, the Second Notice's vacate date is automatically corrected to January 31, 2026, under section 54.
- [11] On January 2, 2026, the Landlord Representative served the Tenant with a third *Form 4(A) Eviction Notice*, with no vacate date stated, for failing to pay rent of \$2,200.00, for repeatedly late rent payments, and for disturbing and endangering others or putting the Landlord's property at significant risk (the "Third Notice"). The Landlord Representative stated she served the Third Notice by posting it to the Unit's door.
- [12] On January 2, 2026, the Landlord Representative filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Amended 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 LD26-042. The Landlord Representative stated she served the Amended Application by posting it to the Unit's door.
- [13] The Landlord also seeks an Order for rent owing, which is determined in this Order.

- [14] On January 12, 2026, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 29, 2026.
- [15] On January 20, 2026, the Rental Office emailed the parties notice of a rescheduled teleconference hearing, at the Tenant's request, for January 28, 2026.
- [16] On January 20, 2026, the Rental Office emailed the parties a 44-page PDF evidence package and eight audio files.
- [17] On January 28, 2026, the Landlord Representative and the Tenant's representative (the "Tenant Representative") participated in a teleconference hearing. The parties confirmed receipt of the evidence package and audio files, and the Landlord Representative confirmed that all evidence submitted to the Rental Office was included. The Tenant did not submit any documents or evidence to the Rental Office.

ISSUE

- A. Does the Tenant owe the Landlord rent?

ANALYSIS AND CONCLUSION

- [18] The Landlord Representative stated that the Tenant owes \$1,100.00 in rent for December 2025 and \$1,100.00 in rent for January 2026 for a total of \$2,200.00.
- [19] The Landlord Representative stated that the Tenant promised to pay the outstanding rent or to make partial payments on several occasions. The Landlord Representative submitted the parties' messages as evidence.
- [20] The Tenant Representative agreed that the Tenant owes \$2,200.00 in outstanding rent for December 2025 and January 2026.
- [21] I find that the Landlord Representative has established that the Tenant owes rent for December 2025 of \$1,100.00 and January 2026 of \$1,100.00, totalling \$2,200.00.
- [22] As the tenancy is terminated effective February 9, 2026, in Order LD26-042, I find that the Tenant also owes the Landlord rent for 9 days in February 2026, of \$353.57 (9 days / 28 days x \$1,100.00).
- [23] I find that the Tenant owes the Landlord \$2,553.57 in outstanding rent (\$2,200.00 + \$353.57).

IT IS THEREFORE ORDERED THAT

- 1. The Tenant must pay the Landlord the amount of \$2,553.57 by March 2, 2026.

DATED at Charlottetown, Prince Edward Island, this 2nd day of February, 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.