

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 requiring the Tenants to pay rent owing, utilities and late rent fees.

DISPOSITION

- [3] I find that the Tenants must pay the Landlord rent owing and utilities in the amount of \$3,738.04 by the timeline below. The Landlord’s late rent fees claim is denied.

BACKGROUND

- [4] The Unit is a four-bedroom, one-bathroom house that the Landlord has owned since September 30, 2023.
- [5] On October 25, 2025 the Landlord and the Tenants entered into a written, fixed-term tenancy agreement from November 1, 2025 to October 31, 2026 (the “Tenancy Agreement”). The Tenants moved into the Unit a day early. On October 25, 2025 the Tenants paid a security deposit of \$1,500.00. Rent in the amount of \$1,900.00 is due on the first day of the month.
- [6] On December 9, 2025 the Landlord served the Tenants with a first *Form 4(A) Eviction Notice* with an effective date of December 29, 2025 (the “First Notice”) for non-payment of rent, in the amount of \$900.00.
- [7] On January 3, 2026 the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with an effective date of January 23, 2026 (the “Second Notice”) for non-payment of rent in the amount of \$2,130.00, repeatedly late rent payments and breach of a Tenancy Agreement material term.
- [8] On January 12, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking rent owing, utilities, and late rent fees, 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 LD26-045.
- [9] On January 16, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 3, 2026.
- [10] On January 29, 2026 the Rental Office sent the parties a 42-page PDF and video recording evidence package.
- [11] On January 30, 2026 the Rental Office telephoned the Tenants and the Rental Office was able to leave a voicemail message for one of the Tenants.
- [12] On February 3, 2026 the Landlord joined the teleconference hearing. I telephoned the Tenants but I did not receive a response. I sent the Tenants an email informing that the hearing would proceed ten minutes after the scheduled time. The hearing proceeded in the Tenants’ absence. The Landlord submitted additional evidence during the hearing.

ISSUE

- A. Do the Tenants owe rent, utilities and late rent fees to the Landlord?

ANALYSIS

- [13] The Landlord's evidence establishes that the Tenants owe \$230.00 for part of December rent and \$1,900.00 for January rent.
- [14] In Order LD26-045 the Tenancy Agreement is terminated effective February 10, 2026. Therefore, the Tenants must also pay the Landlord prorated February rent, in the amount of \$678.57 (10 days divided by 28 days multiplied by \$1,900.00).
- [15] The total amount of rent owing is \$2,808.57 (December rent of \$230.00, January rent of \$1,900.00 and pro-rated February rent of \$678.57).
- [16] The evidence presented establishes that the Tenants are responsible for utilities, including water, sewer and electricity. The Tenants must pay the Landlord water, sewer and electricity utilities in the total amount of \$929.47 (pro rated November statement (\$62.75), December statement (\$367.89) and January statement (\$498.83)).
- [17] The *Act* does not authorize late rent fees (see Island Regulatory and Appeals Commission Order LR25-44 at paragraph 28.). Therefore, the Landlord's late rent fees claim is denied.
- [18] The Tenants must pay the Landlord the total amount of \$3,738.04 (rent of \$2,808.57 plus utilities of \$929.47) by the timeline below.
- [19] 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.
- [20] If the Tenants' outstanding rent and utilities remain unpaid as of February 10, 2026, then the Landlord may, at the Landlord's option, keep the security deposit to offset part of the Tenants' outstanding rent and utilities.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlord the total amount of \$3,738.04 by March 3, 2026.
2. If the Tenants' outstanding rent and utilities remain unpaid as of February 10, 2026, then the Landlord may, at the Landlord's option, keep the security deposit to offset part of the Tenants' outstanding rent and utilities.

DATED at Charlottetown, Prince Edward Island, this 3rd day of February, 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.