

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks an order against the Tenant for rent owing.

DISPOSITION

- [3] The Tenant must pay the Landlord rent owing in the amount of \$496.43 by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-and-a-half-bathroom apartment in an 18-unit building, owned by the Landlord.
- [5] On September 29, 2025 the parties entered into a written, fixed-term agreement from October 1, 2025 to September 30, 2026 (the "Tenancy Agreement"). A security deposit of \$1,390.00 was paid at the beginning of the tenancy. Rent in the amount of \$1,390.00 is due on the first day of the month.
- [6] On December 2, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 22, 2025 (the "Notice") for non-payment of rent, in the amount of \$1,390.00 by posting the Notice to the Unit's front door.
- [7] On January 2, 2026 the Landlord emailed the Rental Office and the Tenant after the Rental Office's hours of operation a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sherriff to put the Landlord in possession, which is determined in Order LD26-047. The Application also seeks rent owing, which is determined in this decision.
- [8] The Application was considered filed with the Rental Office on Monday, January 5, 2026.
- [9] On January 22, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 3, 2026.
- [10] On January 30, 2026 the Rental Office emailed the parties a 16-page PDF evidence package.
- [11] On February 3, 2026 at 7:43 a.m. the Tenant emailed the Rental Office requesting an adjournment. At 8:33 a.m. the Rental Office responded to the Tenant by email denying the Tenant's adjournment request. The Rental Office also telephoned the Tenant and left a voicemail message.
- [12] On February 3, 2026 at 9:00 a.m. the Landlord's two representatives (the "Representatives") and the Landlord's translator joined the teleconference hearing for determination of the Application. The Tenant did not join the teleconference hearing at the scheduled time. I telephoned and emailed the Tenant and I did not receive a response. The hearing proceeded in the Tenant's absence ten-minutes after the scheduled time. The Representatives confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Tenant did not submit any evidence.

ISSUE

- A. Does the Tenant owe rent to the Landlord?

ANALYSIS

- [13] The Landlord filed the Application against the Tenant. The Tenancy Agreement includes another person as "roommate" which is the Tenant's son who is under the age of majority. The Tenant's son did not sign the Tenancy Agreement. I find that the Tenant's son is an occupant and not a tenant.
- [14] The evidence presented establishes that the Tenant owes rent for February 2026.
- [15] In Order LD26-047 the Tenancy Agreement is terminated effective February 10, 2026. The Tenant must pay the Landlord pro-rated rent for ten days in February 2026, in the amount of \$496.43 (10 days divided by 28 days multiplied by \$1,390.00).
- [16] I note that if the Tenant and occupants continue to occupy the Unit past February 10, 2026 then the Tenant will owe additional rent up to the vacate date.
- [17] I further 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 10, 2026, then the Landlord may, at its option, keep a portion of the security deposit to offset the Tenant's outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the amount of \$496.43 by March 3, 2026.
2. If the Tenant's outstanding rent remains unpaid as of February 10, 2026, then the Landlord may, at its option, keep a portion of the security deposit to offset the Tenant's outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 3rd day of February, 2026.

(sgd.) Cody Burke

Cody Burke
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.