

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 Tenant to pay rent owing and electricity costs.

DISPOSITION

- [3] I find that the Tenant must pay the Landlord rent owing and electricity costs in the amount of \$2,675.14 by the timeline below.

BACKGROUND

- [4] The Unit is an apartment in a 12-unit building that the Landlord has owned for over 20 years.
- [5] The Landlord, the Tenant and another tenant ("WG") entered into a written, fixed-term tenancy agreement from November 1, 2025 to October 31, 2026 (the "Tenancy Agreement"). On October 23, 2025 the Tenant paid a security deposit of \$482.00. Rent in the amount of \$964.00 is due on the first day of the month.
- [6] On December 3, 2025 the Landlord served the Tenant and WG with a *Form 4(A) Eviction Notice* with an effective date of December 31, 2025 for non-payment of rent, in the amount of \$1,228.00.
- [7] On January 2, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking rent owing and electricity costs, 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 LD26-052.
- [8] On January 20, 2026 the Rental Office sent the parties and WG notice of a teleconference hearing scheduled for February 5, 2026.
- [9] On January 28, 2026 the Rental Office emailed the Tenant and WG regarding evidence submissions for the scheduled hearing.
- [10] On January 29, 2026 the Rental Office telephoned the Tenant but there was no response and it was not possible to leave a voicemail message.
- [11] On January 29, 2026 the Rental Office sent the parties and WG an 87-page PDF evidence package.
- [12] On February 5, 2026 at 11:23 a.m., the Tenant emailed the Rental Office requesting an adjournment of the hearing. The Rental Office responded informing that the Tenant would need to join the teleconference hearing to request an adjournment. The Tenant was also informed that, if an adjournment was not approved, then the hearing would proceed as scheduled.
- [13] On February 5, 2026 the Landlord's representative (the "Representative") joined the teleconference hearing. I telephoned the Tenant but I did not receive a response and I could not leave a voicemail message. I sent the Tenant and WG an email informing them that the hearing would proceed ten minutes after the scheduled time. The hearing then proceeded in the Tenant and WG's absence. The Tenant's additional evidence was included in the evidentiary record and was sent to the parties and WG in a Rental Office email at 1:15 p.m. on February 5, 2026. The Representative confirmed that all Landlord evidence was included in the evidence package.

ISSUE

- A. Does the Tenant owe rent and electricity costs to the Landlord?

ANALYSIS

- [14] At the teleconference hearing the Landlord elected to proceed with its financial claims solely against the Tenant and not WG. The Landlord is permitted to pursue the financial claims solely against the Tenant because the Tenant and WG are jointly and severally liable for these claims.
- [15] The evidence presented establishes that part of November rent (\$264.00), December rent (\$964.00) and January rent (\$964.00) are owing to the Landlord.
- [16] In Order LD26-052 the Tenancy Agreement is terminated effective February 12, 2026. Therefore, the Tenant must also pay the Landlord prorated February rent, in the amount of \$413.14 (12 days divided by 28 days multiplied by \$964.00).
- [17] The total amount of rent owing is \$2,605.14.
- [18] The evidence presented establishes that the Tenant is also responsible for electricity costs, in the amount of \$70.00, regarding the Tenant's use of the Landlord's electricity services.
- [19] The Tenant must pay the Landlord the total amount of \$2,675.14 (rent of \$2,605.14 plus electricity costs of \$70.00) by the timeline below.
- [20] 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.
- [21] If the Tenant's outstanding rent and electricity costs remain unpaid as of February 12, 2026, then the Landlord may, at the Landlord's option, keep the security deposit to offset part of the Tenant's outstanding rent and electricity costs.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the total amount of \$2,675.14 by March 5, 2026.
2. If the Tenant's outstanding rent and electricity costs remain unpaid as of February 12, 2026, then the Landlord may, at the Landlord's option, keep the security deposit to offset part of the Tenant's outstanding rent and electricity costs.

DATED at Charlottetown, Prince Edward Island, this 5th 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.