

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 \$4,157.14 by the timeline below.

BACKGROUND

- [4] On May 30, 2025 the parties entered into an oral tenancy agreement for a different rental unit. The Tenant paid a \$500.00 security deposit.
- [5] On June 9, 2025 the parties entered into a new oral, monthly, tenancy agreement for the Unit. The security deposit carried over. The rent was \$1,300.00 due on the first day of the month.
- [6] On December 8, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 28, 2025 (the “Notice”) for non-payment of rent, in the amount of \$1,000.00, by posting the Notice to the Unit’s front door.
- [7] On December 30, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “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 LD26-054. The Application also seeks rent owing, which is determined in this decision. The Landlord emailed the Application to the Tenant.
- [8] On January 22, 2026 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 5, 2026. The Rental Office also called the Tenant and did not receive a response.
- [9] On January 30, 2026 the Rental Office emailed the parties a 10-page PDF evidence package.
- [10] On February 5, 2026 the Landlord 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 Landlord 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

- [11] The Landlord stated that the Tenant owes rental arrears from July 2025. The Landlord stated that she tried to work with the Tenant to make payments. However, the Tenant always provided her with excuses.
- [12] The Landlord stated that the Tenant paid \$1,200.00 in July, \$1,100.00 in August, \$700.00 in September, \$500.00 in October, \$1,350.00 in November and \$650.00 on December 19, 2025.
- [13] The Landlord stated that the Tenant has not paid January or February’s rent.

- [14] In Order LD26-054 the tenancy agreement is terminated effective February 12, 2026. The Tenant must pay the Landlord pro-rated rent for the twelve days in February 2026, in the amount of \$557.14 (12 days divided by 28 days multiplied by \$1,300.00).
- [15] I note that if the Tenant and occupants continue to occupy the Unit past February 12, 2026, then the Tenant will owe additional rent up to the vacate date.
- [16] The evidence presented establishes that the Tenant owes rental arrears from July 1, 2025 to February 12, 2026, in the total amount of \$4,157.14. My calculations are as follows:

Month	Rental Arrears
July 2025 rent	\$100.00
August 2025 rent	\$200.00
September 2025 rent	\$600.00
October 2025 rent	\$800.00
November 2025 rent	(\$50.00)
December 2025 rent	\$650.00
January 2026 rent	\$1,300.00
Pro-rated February 2026 rent	\$557.14
Total	\$4,157.14

- [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 12, 2026, then the Landlord may, at her option, keep the security deposit, including interest, to offset the Tenant's outstanding rent.
- [19] The security deposit interest calculator is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the amount of \$4,157.14 by April 7, 2026.
2. If the Tenant's outstanding rent remains unpaid as of February 12, 2026, then the Landlord may, at her option, keep the security deposit, including interest, to offset the Tenant's outstanding rent.

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