

## 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 \$2,819.64 by the timeline below.

## BACKGROUND

- [4] On October 1, 2024 the parties and another tenant entered into a written, fixed-term tenancy agreement for the period of November 1, 2024 to October 31, 2025. At the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of \$1,550.00 is due on the first day of the month. A \$1,550.00 security deposit was paid at the beginning of the tenancy.
- [5] In October 2025 the parties amended the tenancy agreement to remove the other tenant.
- [6] On December 23, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 12, 2026 (the "Notice") for non-payment of rent, in the amount of \$1,550.00 and repeatedly late rent payments. The Notice was emailed and hand-delivered to the Tenant.
- [7] On January 9, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice. However, the Rental Office rejected the Tenant's application because it was not filed within ten days of receiving the Notice. The application is included in the record as Director's Evidence.
- [8] On January 14, 2026 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 LD26-068. The Application also seeks rent owing, which is determined in this decision. The Landlord emailed the Application to the Tenant.
- [9] The Application had also checked off requesting a determination regarding subletting without the Landlord's permission. However, the particulars of the dispute only seek an order for vacant possession and rent owing. The Landlord stated that he is only seeking these two remedies under the Application.
- [10] On January 29, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 17, 2026.
- [11] On February 11, 2026 the Rental Office emailed the parties a 34-page PDF evidence package.
- [12] On February 17, 2026 the parties joined the teleconference hearing for determination of the Application. The parties confirmed that they had received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

## ISSUE

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

**ANALYSIS**

- [13] The Landlord stated that the Tenant regularly makes late rent payments and currently has rental arrears, in the amount of \$2,875.00.
- [14] The Landlord submitted a rent roll for the Unit into evidence.
- [15] The Tenant stated that she was not able to make rent payments on time due to financial hardship. The Tenant stated that she was aware that the Landlord wanted rent to be paid by the first day of the month. The Tenant stated that she found a roommate on December 1, 2025 to help with the Unit's finances.
- [16] The Tenant stated that she could not confirm exactly what payments she made throughout the tenancy, but believed that she only owed \$1,550.00 as stated on the Notice.
- [17] Based upon the evidence presented, particularly the Landlord's rent roll document, I find that the Tenant owes \$1,325.00 in rental arrears between July 2025 and December 2025.
- [18] The Tenant owes \$255.00 from July 2025, \$520.00 from August 2025 and \$550.00 from December 2025. The evidence establishes that the Tenant paid \$1,000.00 for December's rent on January 15, 2026 and then paid January 2026's rent in full on January 29, 2026.
- [19] In Order LD26-068 the tenancy agreement is terminated effective February 27, 2026. The Tenant must pay the Landlord pro-rated rent for the 27-days in February, 2026, in the amount of \$1,494.64 (27 days divided by 28 days multiplied by \$1,550.00).
- [20] I note that if the Tenant and occupants continue to occupy the Unit past February 27, 2026, then the Tenant will owe additional rent up to the vacate date.
- [21] I find that the Tenant owes the Landlord rent, in the total amount of \$2,819.64 (\$1,325.00 plus \$1,494.64)
- [22] 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.
- [23] If the Tenant's outstanding rent remains unpaid as of February 27, 2026, then the Landlord may, at his option, keep the security deposit, including interest, to offset the Tenant's outstanding rent.
- [24] 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 \$2,819.64 by March 20, 2026.
2. If the Tenant's outstanding rent remains unpaid as of February 27, 2026, then the Landlord may, at his option, keep the security deposit, including interest, to offset the Tenant's outstanding rent.

**DATED** at Charlottetown, Prince Edward Island, this 20th 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.