

**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.

**DISPOSITION**

- [3] I find that the Tenants must pay the Landlord rent owing in the total amount of \$7,564.18, on the terms stated below.

**BACKGROUND**

- [4] The Unit is three-bedroom, one-bathroom apartment located in a seven-unit building that the Landlord has owned since 2018.
- [5] The Landlord, one of the Tenants ("NCM") and other tenants entered into a written, fixed-term tenancy agreement from August 1, 2023 to July 31, 2024 (the "Tenancy Agreement"). Around September 1, 2023 a \$1,600.00 security deposit was paid to the Landlord. NCM contributed \$600.00 towards the security deposit. NCM moved into the Unit around mid-September of 2023. Rent in the amount of \$1,600.00 was due on the first day of the month. The monthly rent was later reduced to \$1,500.00. At the end of the fixed-term the agreement continued on a month-to-month basis.
- [6] An original tenant moved out of the Unit and one of the Tenants ("CM") moved in around 2024.
- [7] Another original tenant moved out and the Landlord returned to this tenant \$600.00 of the security deposit funds. One of the Tenants ("DIO") moved in around April 1, 2025.
- [8] On January 2, 2026 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of January 23, 2026 (the "Notice") for non-payment of rent, in the total amount of \$6,290.00, and repeatedly late rent payments.
- [9] On February 6, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking rent owing, 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 LD26-076.
- [10] On February 11, 2026 the Rental Office telephoned CM but there was no response. The Rental Office left a voicemail message for a call back.
- [11] On February 11, 2026 the Rental Office emailed the Landlord, NCM and DIO notice of a teleconference hearing scheduled for February 5, 2026. The Rental Office also mailed a copy of the notice of hearing to each of the Tenants.
- [12] On February 20, 2026 the Rental Office telephoned CM but there was no response. The Rental Office left a voicemail message with the hearing date and time and requested an immediate call back if CM had not received the notice of hearing.
- [13] On February 23, 2026 the Landlord also hand delivered a copy of the notice of hearing to CM.
- [14] On February 23, 2026 the Rental Office issued a 28-page PDF evidence package.
- [15] On March 3, 2026 the Landlord and two of the Tenants (NCM and DIO) joined the teleconference hearing. I telephoned CM but I received no response and I was unable to leave a voicemail

message. I waited about ten minutes before proceeding in CM's absence. I am satisfied that CM had notice of the hearing. The parties in attendance confirmed receipt of the evidence package and confirmed that all evidence that they submitted was included.

## ISSUE

A. Do the Tenants owe rent to the Landlord?

## ANALYSIS

- [16] At the hearing the Landlord removed a \$500.00 claim against DIO for March 2025 rent.
- [17] The evidence presented establishes that the Tenants owed the Landlord rent in the total amount of \$5,790.00 as of January 2, 2026, the date that the Notice was served.
- [18] The only payment that the Landlord received from the Tenants after the Notice was served was \$500.00 on January 7, 2026, which reduced the rent owing to \$5,290.00.
- [19] The Tenants did not pay February 2026 rent, in the amount of \$1,500.00.
- [20] The Tenants did not pay March 2026 rent, in the amount of \$1,500.00.
- [21] However, in Order LD26-077 the Tenancy Agreement is terminated effective March 16, 2026. Therefore, the Tenants must pay the Landlord prorated March rent, in the amount of \$774.18 (16 days divided by 31 days multiplied by \$1,500.00).
- [22] The total amount of rent owing is \$7,564.18 (\$5,290.00 plus \$1,500.00 plus \$774.18).
- [23] The Landlord seeks specific amounts from each of the Tenants. The landlord submitted separate rent calculations for NCM and DIO, who have the largest outstanding amounts. The Tenants must separately pay the Landlord the amounts below:
- NCM - \$3,048.06
  - DIO - \$3,758.06
  - CM - \$758.06
- [24] 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.
- [25] The evidence presented establishes that only NCM has a security deposit held by the Landlord, in the amount of \$600.00 plus interest.
- [26] If NCM's outstanding rent remains unpaid as of April 7, 2026, then the Landlord may, at the Landlord's option, keep NCM's \$600.00 security deposit (plus interest) to offset part of NCM's outstanding rent.
- [27] The Rental Office will email this Order to the Landlord, NCM and DIO.
- [28] The Rental Office does not have an email address for CM. As a result, the Rental Office will send this Order to CM by registered mail.

**IT IS THEREFORE ORDERED THAT**

1. The Tenants must pay the Landlord rent owing by April 7, 2026 in the following amounts:
  - NCM must pay the Landlord the amount of \$3,048.06;
  - DIO must pay the Landlord the amount of \$3,758.06; and
  - CM must pay the Landlord the amount of \$758.06.
2. If NCM's outstanding rent remains unpaid as of April 7, 2026, then the Landlord may, at the Landlord's option, keep NCM's \$600.00 security deposit (plus interest) to offset part of NCM's outstanding rent.

**DATED** at Charlottetown, Prince Edward Island, this 4th day of March, 2026.

(sgd.) Andrew Cudmore

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**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.