

INTRODUCTION

- [1] This decision determines an application filed by the Landlord 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] The Tenant must pay the Landlord the rent owing of \$3,271.00 by the timeline below.

BACKGROUND

- [4] The Unit is a single-family house owned by the Landlord.
- [5] On June 1, 2021, the parties entered into an oral, monthly tenancy agreement for the Unit. Rent is \$1,000.00 due on the first day of the month. The Tenant paid the Landlord a \$600.00 security deposit at the beginning of the tenancy.
- [6] On February 2, 2026, the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with an effective date of February 22, 2026 (the "Notice") for non-payment of rent, in the amount of \$2,400.00.
- [7] On February 24, 2026, the Landlord emailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing, vacant possession of the Unit and for the Sheriff to put the Landlord in possession, disposal of the Tenant's personal property, and claiming against the security deposit.
- [8] On March 2, 2026, the Landlord emailed the Tenant and the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD26-096.
- [9] The Landlord is also seeking compensation for rent owing, which is determined in this decision.
- [10] On March 4, 2026, the Rental Office emailed the parties and also mailed the Tenant notice of a teleconference hearing scheduled for March 19, 2026, with an evidence submission deadline of March 10, 2026.
- [11] On March 11, 2026, the Rental Office telephoned the Tenant and left a voicemail with the hearing date and time details.
- [12] On March 12, 2026, the Rental Office emailed the parties an 18-page PDF evidence package.
- [13] On March 16, 2026, the Tenant emailed the Rental Office requesting an extension of the evidence submission deadline. The Rental Office notified the Tenant that if she was submitting any evidence past the evidence submission deadline, she was required to send copies to the Landlord and the Rental Office. The Tenant was notified that she could request at the hearing that the Rental Officer accept her late evidence.
- [14] On March 19, 2026, the Landlord joined the teleconference hearing. I telephoned the Tenant twice; however, the Tenant did not answer. I also emailed the Tenant an additional copy of the Notice of Hearing. The Tenant did not call in to the teleconference hearing, and the hearing started 10 minutes after the scheduled time.
- [15] The Landlord confirmed that he received the evidence package and confirmed that all the evidence he submitted was included. The Tenant submitted no documents or evidence.

ISSUE

A. Does the Tenant owe the Landlord rent?

ANALYSIS

- [16] The evidence presented establishes that the Tenant was in rental arrears of \$200.00 before November 2025. The Tenant did not pay rent for November 2025, resulting in \$1,200.00 in arrears. The Tenant paid rent for December 2025 in full.
- [17] The Tenant paid only \$800.00 in rent for January 2026, resulting in the arrears increasing to \$1,400.00. No rent was paid in February 2026, resulting in the arrears further increasing to \$2,400.00, and the Landlord served the Tenant the Notice on February 2, 2026.
- [18] The Tenant did not pay rent for March 2026.
- [19] It was determined in Order LD26-096 that the tenancy agreement is terminated effective March 27, 2026. Therefore, the Tenant must pay the Landlord prorated March 2025 rent, in the amount of \$871.00 (27 days divided by 31 days multiplied by \$1,000.00).
- [20] The Application is allowed.
- [21] The Tenant will pay the Landlord the rent owing in the amount of \$3,271.00 by the timeline below.
- [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 March 27, 2026, then the Landlord may, at the Landlord's option, keep the security deposit and interest to offset part of the Tenant's outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$3,271.00 by April 20, 2026.
2. If the Tenant's outstanding rent remains unpaid as of March 27, 2026, then the Landlord may, at the Landlord's option, keep the security deposit and interest to offset part of the Tenant's outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 20th day of March, 2026.

(sgd.) Mitch King

Mitch King

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.