

INTRODUCTION

- [1] This decision determines an application the Landlord 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 outstanding rent and utilities in the total amount of \$13,017.73.

DISPOSITION

- [3] The Landlord will keep the Tenant's security deposit, plus interest, in the amount of \$3,049.73.
- [4] The Tenant must pay the Landlord \$9,484.13 by the timeline below.

BACKGROUND

- [5] The Unit is a single-family house owned by the Landlord.
- [6] On August 11, 2025, the parties entered into a written fixed-term tenancy agreement for the Unit, effective from September 1, 2025, to August 31, 2027. Rent is \$3,000.00 due on the first day of the month. The Tenant paid the Landlord a \$3,000.00 security deposit on August 11, 2025.
- [7] On December 11, 2025, the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with an effective date of December 31, 2025 (the "Notice") for non-payment of rent and utilities, in the amount of \$11,505.35.
- [8] On January 21, 2026, the Landlord emailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing.
- [9] On February 5, 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 and rent owing.
- [10] On February 17, 2026, the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 5, 2026.
- [11] On February 20, 2026, the Rental Office re-sent the Tenant notice of a teleconference hearing scheduled for March 5, 2026.
- [12] On February 27, 2026, the Rental Office emailed the parties a 21-page PDF evidence package.
- [13] On March 5, 2026, the Landlord's representative (the "Landlord's Representative") and the Tenant joined the teleconference hearing. The Landlord's Representative confirmed that she received the evidence package and confirmed that all the evidence she submitted was included.
- [14] The Tenant stated she did not get a copy of the evidence package before the hearing. I emailed the Tenant a copy of the evidence package. The Tenant stated she did not require a postponement of the hearing, and the hearing proceeded as scheduled. The Tenant submitted no documents or evidence. The Tenant confirmed she received the Notice on December 11, 2025, and the Application on February 5, 2026.
- [15] After the hearing, the parties provided additional submissions, which were shared with the other party. The parties requested additional time to try to resolve this matter.

- [16] On March 17, 2026, the Rental Office emailed the parties notice of a second teleconference hearing scheduled for March 19, 2026, to allow the parties to provide an update on this matter.
- [17] On March 19, 2026, the Landlord's Representative and the Tenant joined the second teleconference hearing. The parties indicated they could not resolve the matter, and the Landlord's Representative stated the Landlord was still seeking vacant possession of the Unit and rent and utilities owing.
- [18] On March 26, 2026, the Tenant moved out of the Unit. Therefore, I do not need to make a determination regarding vacant possession of the Unit.

ISSUE

- A. Does the Tenant owe the Landlord rent and utilities?

ANALYSIS

- [19] The Landlord's Representative stated that the Tenant has paid only \$9,695.00 in rent since the beginning of the tenancy and still owes the Landlord \$11,305.00, which includes rent for March 2026.
- [20] The Landlord's Representative stated that the Tenant provided her with several post-dated cheques when the Tenant moved into the Unit, but that most of the cheques were returned NSF. The Landlord's Representative stated that the Tenant then paid some of the rent owing in several different e-Transfers. A rent ledger was submitted as evidence.
- [21] The Landlord's Representative stated that the Tenant also owes the Landlord outstanding electric and water bills totalling \$1,712.73. The Landlord's Representative submitted a copy of the tenancy agreement as evidence, stating that it does not include electricity or water as included services. The Landlord's Representative provided a ledger of the outstanding utility charges.
- [22] The Landlord's Representative stated that the Tenant could vacate the Unit on March 26, 2026.
- [23] The Tenant stated she is not disputing that she owes the Landlord rent and utilities. The Tenant stated that the Landlord's Representative's numbers "look correct." The Tenant provided no calculations of her own.
- [24] The Tenant stated that she had banking issues, and the post-dated cheques she provided to the Landlord's Representative would not clear on time. The Tenant stated she would vacate the Unit and work on paying the Landlord the outstanding rent and utilities.
- [25] On March 26, 2026, at 3:46 pm, the Tenant emailed the Landlord's Representative and the Rental Office stating that she had vacated the Unit. On March 26, 2026, at 4:17 pm, the Landlord's Representative emailed the Tenant and the Rental Office confirming that the Tenant had vacated and that the Landlord had regained possession of the Unit.
- [26] I have reviewed the parties' evidence and submissions. Based on the evidence, I find that the Landlord has established that the Tenant owes the Landlord rent in the amount of \$8,305.00 from September 2025 to February 2026 (\$3,000.00 x 6 months) – (\$9,695.00 paid by the Tenant). This is supported by the Landlord's rent ledger and the parties' testimony.
- [27] I find that electricity and water are excluded services in the tenancy agreement and are the Tenant's responsibility. I find that the Landlord has established that the Tenant owes \$1,712.73 in utilities. This is supported by the Landlord's utilities ledger and the parties' testimony.

- [28] I find that the tenancy agreement is terminated effective March 26, 2026. Therefore, the Tenant must pay the Landlord prorated March 2026 rent, in the amount of \$2,516.13 (26 days divided by 31 days multiplied by \$3,000.00).
- [29] I find that the total rent owing and utilities are \$12,533.86 (\$8,305.00 + \$1,712.73 + \$2,516.13).
- [30] Under clause 40(3)(b) of the Act, a landlord may retain an amount from a security deposit if, after the end of the tenancy, the Director orders that the landlord may retain the amount. In this case, I allow the Landlord to retain the Tenant's security deposit, plus interest, in the amount of \$3,049.73, to set off part of the Landlord's compensation.

Tenancy Agreement Form

- [31] I note that for all tenancy agreements commencing on or after April 8, 2023, landlords are required to prepare written tenancy agreements in accordance with sections 10 and 11 of the Act.
- [32] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements.

CONCLUSION

- [33] The Application is allowed in part. The Landlord's total claim is \$12,533.86.
- [34] The Landlord will keep the Tenant's security deposit plus interest in the total amount of \$3,049.73 under clause 40(3)(b) of the Act.
- [35] The Tenant must pay the Landlord the outstanding balance of \$9,484.13 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit plus interest in the total amount of \$3,049.73.
2. The Tenant must pay the Landlord \$9,484.13 by June 30, 2026.

DATED at Charlottetown, Prince Edward Island, this 31st 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.