

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] The Tenant must pay the Landlord rent owing of \$11,843.33 by the timeline below.

BACKGROUND

- [4] The Unit is a single-family house owned by the Landlord.
- [5] Sometime in 2025, the Landlord and the Tenant's daughter entered into a tenancy agreement for the Unit. On February 1, 2025, the Tenant's daughter paid a \$1,700.00 security deposit for the Unit. In May or June 2025, the Tenant moved into the Unit with the Tenant's daughter.
- [6] Sometime between June 2025 and August 2025, the Tenant's daughter moved out of the Unit. On August 4, 2025, the Landlord and the Tenant entered into a written fixed-term tenancy agreement for the Unit effective from August 4, 2025, to January 31, 2026. The tenancy agreement then continued on a monthly basis. The Tenant's daughter's \$1,700.00 security deposit was credited to the Tenant.
- [7] On February 10, 2026, the Landlord emailed the Tenant a first *Form 4(A) Eviction Notice* with an effective date of March 2, 2026 (the "First Notice") for non-payment of rent, in the amount of \$9,350.00.
- [8] On March 4, 2026, the Landlord emailed the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession. On March 5, 2026, the Landlord emailed a copy to the Tenant.
- [9] On March 11, 2026, the Landlord emailed the Tenant a second *Form 4(A) Eviction Notice* with an effective date of March 31, 2026 (the "Second Notice") for non-payment of rent, in the amount of \$11,050.00.
- [10] On March 11, 2026, the Landlord emailed the Tenant and the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing (the "Application").
- [11] The Landlord is also seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD26-107.
- [12] On March 19, 2026, the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 2, 2026.
- [13] On March 27, 2026, the Rental Office telephoned the Tenant. The Tenant confirmed that he had been receiving the Rental Office's emails and that he received the notice of hearing. The Rental Office notified the Tenant that an evidence package was being emailed to the parties that day.
- [14] On March 27, 2026, the Rental Office emailed the parties a 23-page PDF evidence package.

- [15] On April 2, 2026, the Landlord joined the teleconference hearing. I telephoned the Tenant; 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.
- [16] 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

- [17] The onus is on the Landlord, as the party asserting their claims against the Tenant, to provide clear evidence to establish their claims on a balance of probabilities.
- [18] The Landlord stated that the Tenant paid rent for August 2025 but did not pay rent for September 2025. The Tenant paid only \$850.00 for October 2025, and no rent has been paid since then. The Landlord stated that the Tenant owes rent totalling \$11,050.00 through March 2026. The Landlord's rent ledger and e-Transfer notices were submitted as evidence.
- [19] I have reviewed the Landlord's evidence and submissions, and I find that the Landlord has established that the Tenant's rental arrears total \$11,050.00 through March 2026. This is supported by the Landlord's testimony, the submitted rent ledger and the e-Transfer notices.
- [20] I determined in Order LD26-107 that the tenancy agreement is terminated effective April 14, 2026. Therefore, the Tenant must pay the Landlord prorated April 2026 rent, in the amount of \$793.33 (14 days divided by 30 days multiplied by \$1,700.00).

CONCLUSION

- [21] The Application is allowed.
- [22] The Tenant will pay the Landlord the rent owing in the amount of \$11,843.33 by the timeline below.
- [23] Under subsection 40(2) of the Act, the Landlord may apply the Tenant's security deposit toward the amount that the Tenant has been ordered to pay and remains unpaid at the end of the tenancy.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$11,843.33 by June 8, 2026.

DATED at Charlottetown, Prince Edward Island, this 7th day of April, 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.