

INTRODUCTION

- [1] This decision addresses an application filed by the Tenant with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Tenant seeks a return of rent, in the amount of \$229.50.

DISPOSITION

- [3] The Landlord must pay the Tenant \$239.23 by the timeline below.

BACKGROUND

- [4] The Unit is a three-bedroom, one-bathroom apartment in a 25-unit building (the "Residential Property") owned by the Landlord since August 8, 2025.
- [5] In November 2017, the Tenant and the former landlord entered into a tenancy for the Unit.
- [6] On August 8, 2025 the Residential Property was sold to the Landlord and the tenancy continued on a monthly basis. Rent was \$900.00 due on the first day of the month.
- [7] On January 1, 2026 the rent increased to \$918.00.
- [8] The parties disputed whether or not there is a written tenancy agreement and if a security deposit was paid. The evidence presented does not establish a finding on these two issues.
- [9] On February 4, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office seeking a return of rent for seven days in February 2026. The Tenant e-mailed the Landlord the Application.
- [10] On February 6, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective February 27, 2026 (the "Notice") for non-payment of rent.
- [11] On February 6, 2026 the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice.
- [12] On March 9, 2026 the Rental Office e-mailed the parties notice of a tele-conference hearing scheduled for March 26, 2026.
- [13] On March 18, 2026 the Rental Office e-mailed the parties an updated notice of tele-conference hearing scheduled for April 7, 2026.
- [14] On March 30, 2026 the Rental Office provided the parties with a 16-page PDF evidence package.
- [15] On April 7, 2026 the Tenant and the Landlord's representative (the "Representative") participated in the tele-conference hearing. Both parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.
- [16] During the tele-conference hearing, the Representative stated that the Notice was withdrawn. Therefore, the second application filed by the Tenant disputing the Notice is unnecessary to determine in this decision.
- [17] After the hearing the Representative submitted 3-pages of additional evidence, which was forwarded to the Tenant, and the Tenant's response to the additional evidence was forwarded to the Landlord.

ISSUE

- A. Must the Landlord return seven days of February 2026 rent to the Tenant?

ANALYSIS & FINDINGS**Tenant's evidence**

- [18] The Tenant stated that she was employed by the former landlord.
- [19] The Tenant stated that because the former landlord sold the Residential Property and ended her employment quickly, the former landlord paid for the Tenant's rent up to February 7, 2026. The Tenant submitted into evidence a letter from the former landlord, which stated in part:

"July 29, 2025

In the event your rent benefit is not continued as a condition of your re-employment by the new owner, you will remain entitled to stay in your unit rent-free until February 7, 2026 on a gratuitous basis and subject to your acceptance of this agreement. Following this date, you will be responsible for making all necessary arrangements with the new owner regarding continued occupancy."

- [20] The Tenant stated that on January 28, 2026 she e-mailed the Landlord about February's rent and asked about the pro-rated amount being deducted and how the Landlord wanted the remaining balanced paid. The Tenant attached the July 29, 2025 letter to the e-mail.
- [21] The Tenant stated that on February 2, 2026 a direct deposit in the amount of \$918.00 was taken from her bank account. The Tenant stated that the Landlord took February's rent and did not deduct seven days.
- [22] The Tenant stated that she is seeking the return of seven days rent (February 1 to 7, 2026).
- [23] The Tenant responded to the Landlord's additional evidence. The Tenant stated that the additional evidence submitted by the Landlord supports the conclusion that August 2025 to February 7, 2026 rent for the Tenant was paid in advance.

Landlord's evidence

- [24] The Representative stated that the Notice was served to the Tenant by mistake. The Representative stated that the Notice was withdrawn and that the Landlord was not seeking to evict the Tenant for non-payment of rent.
- [25] The Representative stated that the former landlord transferred \$5,454.00 to the Landlord, which covered the Unit's rent for 6 months. The Representative stated that the amount was covered from August 2025 to January 31, 2026. The Representative stated that the Tenant owed February's rent in full.
- [26] The Representative stated that the \$5,454.00 was broken down by (\$900.00 x 4 months) and (\$927.00 x 2 months). The Representative stated that on January 1, 2026 the rent increased to \$918.00 and not \$927.00.

Determination

- [27] I find that the Landlord must pay the Tenant \$239.23 by the timeline below.

- [28] The evidence presented establishes that the former landlord paid the Landlord \$5,454.00 to cover the Tenant's rent until February 7, 2026. This is established based on the July 29, 2025 letter submitted into evidence.
- [29] Further, I find that based on the total amount paid to the Landlord, this amount more than covers the Unit's rent from August 8, 2025 to February 7, 2026. My calculations are as follows:

Month	Amount
Pro-rated August 2025 rent (24 days / 31 days x \$900.00)	\$696.77
September 2025 to December 2025 (\$900.00 x 4 months)	\$3,600.00
January 2026 rent	\$918.00
Pro-rated February 2026 rent (7 days / 28 days x \$918.00)	\$229.50
Total	\$5,444.27

- [30] The evidence establishes that on February 2, 2026 the Landlord took \$918.00 from the Tenant to cover for February 2026 rent.
- [31] I find that the Tenant has established a valid claim, in the total amount of \$239.23 (\$229.50 claimed + \$9.73 credited due to the former landlord's miscalculation of rent).
- [32] The Application is allowed.

IT IS THEREFORE ORDERED THAT

- The Landlord must pay the Tenant \$239.23 by May 8, 2026.

DATED at Charlottetown, Prince Edward Island, this 9th day of April, 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.