

**INTRODUCTION**

- [1] This decision determines two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks an order for rent owing and the return of personal property.
- [3] The Tenants seek tenancy agreement information, repairs and remedies regarding other matters.

**DISPOSITION**

- [4] I find that the Landlord has established a rent owing claim in the amount of \$4,822.58.
- [5] The Tenants must immediately return to the Landlord any personal property belonging to or stored by the Landlord in the mobile home that the Tenants have removed.
- [6] The Tenants' claims seeking tenancy agreement information, repairs and other matters are denied.

**BACKGROUND**

- [7] The Unit is located in a three-bedroom, two-bathroom mobile home (the "Mobile Home") that the Landlord has owned since around the end of July 2018. The Landlord lived in the Unit until around August of 2025.
- [8] The Landlord rents a mobile home site from the mobile home park's property owner.
- [9] Around September 1, 2025 the Landlord and the Tenants started a monthly tenancy agreement for the Unit. The Tenants paid a security deposit of \$1,500.00. Rent in the amount of \$2,000.00 is due on the first day of the month. The tenancy agreement excluded one of the Mobile Home's bedrooms, which the Landlord used for personal property storage.
- [10] On February 26, 2026 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* dated February 23, 2026 with a vacate date of March 31, 2026 (the "Notice") for non-payment of rent in the amount of \$500.00, repeatedly late rent payments, an unreasonable number of occupants, behaviour disturbing others and illegal activity.
- [11] On February 26, 2026 the Tenants text-messaged the Landlord an image of the Notice.
- [12] On March 24, 2026 one of the Tenants ("TI") signed a *Form 10 Undertaking* which stated in part that TI would not contact the Landlord under any circumstances.
- [13] On March 25, 2026 TI signed a document permitting the other tenant ("RG") to represent him regarding the Rental Office dispute.
- [14] On March 25, 2026 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking tenancy agreement information, repairs and other matters, which are determined in this decision. The Tenant Application also disputes the Notice, which is determined in Order LD26-135.
- [15] On April 1, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking rent owing and the return of personal property, which are determined in this decision. The Landlord Application also seeks vacant possession of the Unit, for the Sheriff to put the Landlord in possession, and earlier termination, which are determined in Order LD26-135.

- [16] On April 14, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for April 28, 2026.
- [17] On April 22, 2026 the Rental Office sent the parties a 34-page PDF evidence package.
- [18] On April 22, 2026 the Landlord submitted to the Rental Office and provided the Tenants with two additional pages of evidence regarding service of the Notice.
- [19] On April 28, 2026 the Landlord joined the teleconference hearing. I telephoned RG and left a voicemail message to join the teleconference immediately if RG would be participating in the hearing. I also emailed RG an additional copy of the evidence package and the teleconference hearing instructions. The hearing proceeded in the Tenants' absence about ten minutes after the scheduled hearing time. The Landlord confirmed that all evidence that they submitted to the Rental Office was included in the evidence package and the additional evidence.

### ISSUES

- A. Must the Tenants pay the Landlord rent? Must the Tenants return personal property to the Landlord?
- B. Have the Tenants provided sufficient evidence to support their claims in the Tenant Application?

### ANALYSIS

**A. Must the Tenants pay the Landlord rent? Must the Tenants return personal property to the Landlord?**

- [20] The Landlord's evidence is summarized as follows. The Tenants paid the \$2,000.00 monthly rent in full from September 2025 to January 2026. The Tenants paid \$1,500.00 for February 2026 rent near the beginning of the month but did not pay the \$500.00 balance. The Tenants have not paid March 2026 or April 2026 rent.
- [21] Based upon the evidence presented, I find that the Tenants owe the Landlord rent for February (\$500.00), March (\$2,000.00) and April 2026 (\$2,000.00).
- [22] In Order LD26-135 the tenancy is terminated effective May 5, 2026. The Tenants must also pay the Landlord 5 days of pro-rated May rent, in the amount of \$322.58 (5 days divided by 31 days multiplied by \$2,000.00).
- [23] The Landlord has established a total rent owing claim of \$4,822.58 which the Tenants must pay by the timeline below.
- [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] If the Tenants' outstanding rent remains unpaid as of May 5, 2026, then the Landlord may, at the Landlord's option, keep the security deposit to offset part of the Tenants' outstanding rent.
- [26] The Landlord's evidence is that the Tenants are responsible for the unauthorized removal of personal property belonging to the Landlord or stored by the Landlord in the Mobile Home. The Landlord stated that this personal property included two plastic, zippered bedding bags that contained tenancy agreement paperwork, other paperwork, a diamond bracelet, a birth certificate, and a chequebook.

[27] Clause 85(1)(h) of the *Act* states:

*After hearing an application, the Director may make an order  
(h) directing a tenant to deliver to a landlord possession of personal property taken  
in contravention of this Act or the tenancy agreement or to compensate a landlord  
for the value of the personal property taken;*

[28] Based upon the evidence presented, the tenancy agreement was limited to two bedrooms in the Mobile Home and the Tenants removal of any items from the third bedroom would breach the agreement.

[29] I find that the Tenants must immediately return to the Landlord any personal property belonging to or stored by the Landlord in the Mobile Home that the Tenants have removed from the Mobile Home.

[30] If this remedy does not resolve the Landlord's personal property issues against the Tenants under the *Act*, then the Landlord may file an additional application against the Tenants for compensation regarding the personal property.

**B. Have the Tenants provided sufficient evidence to support their claims in the Tenant Application?**

[31] The Tenant Application included claims against the Landlord for tenancy agreement information, repairs and remedies regarding other matters. The Tenants have the burden to prove these claims on the civil standard of a balance of probabilities.

[32] The Tenants have provided limited evidence to support their claims. I find that the Tenant Application is denied due to insufficient evidence.

[33] For instance, the Landlord's evidence is that the Tenants are responsible for the removal of the tenancy agreement paperwork that the Landlord stored in the Mobile Home. RG did not participate in the teleconference hearing to dispute the Landlord's evidence.

[34] Further, the Tenants have not provided evidence from a third party, such as an inspector or other professional, regarding the claimed deficiencies with the Unit that require repairs.

[35] As a result, I find that the Tenant Application is denied.

**IT IS THEREFORE ORDERED THAT**

1. The Tenants must pay the Landlord rent owing in the amount of \$4,822.58 by May 28, 2026.
2. If the Tenants' rent owing remains unpaid as of May 5, 2026, then the Landlord may, at the Landlord's option, keep the security deposit to offset part of the Tenants' outstanding rent.
3. The Tenants must immediately return to the Landlord any personal property belonging or stored by the Landlord in the Mobile Home that the Tenants have removed from the Mobile Home.

**DATED** at Charlottetown, Prince Edward Island, this 28th day of April, 2026.

(sgd.) Andrew Cudmore

---

**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.