

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 against the Tenant for rent owing.

DISPOSITION

- [3] I find that the Tenant must pay the Landlord rent owing in the amount of \$5,549.58 by the timeline below.

BACKGROUND

- [4] The Unit is a three-bedroom, one-bathroom single family home owned by the Landlord.
- [5] The Landlord, the Tenant and another tenant entered into a first written, fixed-term tenancy agreement from March 1, 2023 to February 28, 2025. At the end of the fixed-term the tenancy continued on a monthly basis. A security deposit of \$1,890.00 was paid on around mid-February of 2023. Rent in the amount of \$1,890.00 was due on the first day of the month.
- [6] The Landlord and solely the Tenant entered into a second written, fixed-term tenancy agreement from November 1, 2025 to February 28, 2026. At the end of the fixed-term the tenancy continued on a monthly basis. The security deposit from the first tenancy agreement continued to be the security deposit for the second agreement. Rent in the amount of \$1,933.00 is due on the first day of the month.
- [7] On April 10, 2026 the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with an effective date of April 30, 2026 (the "Notice") for non-payment of rent in the amount of \$3,866.00 and repeatedly late rent payments. The email was sent after 5:00 p.m. and therefore the Notice is considered served on April 11, 2026 under subsection 100(5) of the *Act*.
- [8] On April 11, 2026 the Landlord's representative (the "Representative") taped a copy of the Notice to the Unit's door.
- [9] On May 1, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking rent owing, which is determined in this decision. The Application also seeks vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD26-163.
- [10] On May 6, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for May 20, 2026.
- [11] On May 13, 2026 the Rental Office sent the parties a 113-page PDF and three-video recording evidence package through TitanFile.
- [12] On May 20, 2026 the Representative and the Tenant joined the tele-hearing. The parties confirmed that all documents submitted to the Rental Office were included in the evidence package.

ISSUE

- A. Does the Tenant owe rent to the Landlord?

ANALYSIS

- [13] The Representative and the Tenant stated that rent has not been paid for March, April and May of 2026.
- [14] I find that the Tenant owes the Landlord rent for March and April of 2026, in the total amount of \$3,866.00 (2 months multiplied by \$1,933.00).
- [15] In Order LD26-163 the tenancy is terminated effective May 27, 2026. Therefore, the Tenant must also pay the Landlord prorated May rent, in the amount of \$1,683.58 (27 days divided by 31 days multiplied by \$1,933.00).
- [16] The Application is valid. The Tenant must pay the Landlord rent owing in the total amount of \$5,549.58 by the timeline below.
- [17] The Tenant's evidence raises issues regarding the Unit's condition and services. The Tenant stated that he has not filed an application with the Rental Office regarding the Unit.
- [18] In the absence of an application from the Tenant, I will not determine the issues regarding the Unit's condition and services and I will not make an offset against the Landlord's rent owing claim.
- [19] 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.
- [20] If the Tenant's outstanding rent remains unpaid as of May 27, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit to offset part of the outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the total amount of \$5,549.58 by June 22, 2026.
2. If the Tenant's outstanding rent remains unpaid as of May 27, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit to offset part of the outstanding rent.

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