

## INTRODUCTION

- [1] This decision addresses 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 and utilities owing.

## DISPOSITION

- [3] The Tenant must pay the Landlord **\$2,764.89** by the timeline below.

## BACKGROUND

- [4] The Unit is one-half of a duplex owned by the Landlord.
- [5] On July 1, 2019, the Tenant and his spouse moved into the Unit. The tenancy agreement was in the Tenant's spouse's name. The Tenant's spouse moved out around June 21, 2025.
- [6] In June 2025, the Tenant and the Landlord entered into a new, oral monthly tenancy agreement for the Unit. Rent is \$120.00 per month, due on the 27th or 28th of the month. A security deposit was not required.
- [7] On April 7, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 27, 2026 (the "Notice") for failure to pay rent totalling \$2,578.00 and repeatedly late rent payments. The Notice was served by posting a copy to the Unit's door.
- [8] On May 1, 2026, the Landlord emailed the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Application"), seeking rent and utilities owing. On May 1, 2026, the Landlord served the Application by posting a copy to the Unit's door.
- [9] The Landlord is also seeking vacant possession of the Unit, which is determined in **Order LD26-183**.
- [10] On May 12, 2026, the Rental Office emailed the Landlord notice of a tele-hearing scheduled for May 28, 2026. The Landlord served the notice of hearing by posting a copy to the Unit's door.
- [11] On May 13, 2026, the Rental Office mailed the Tenant notice of the tele-hearing by registered mail.
- [12] On May 22, 2026, the Rental Office shared a 51-page PDF evidence package with the Landlord via TitanFile. The Landlord served the Tenant a copy of the evidence package by posting a copy to the Unit's door.
- [13] On May 26, 2026, the Rental Office emailed the Landlord notice of a rescheduled tele-hearing for May 29, 2026. The Landlord served the rescheduled notice of hearing by posting a copy to the Unit's door.
- [14] On May 29, 2026, the Landlord's representative (the "Representative") and the Landlord's witness participated in the tele-hearing. I telephoned the Tenant, and he stated that he would not be participating in the tele-hearing.
- [15] The Representative confirmed receipt of the evidence package and confirmed that it contained all submitted evidence. The Tenant submitted no evidence.

- [16] On May 29, 2026, after the tele-hearing, the Landlord submitted additional evidence. The Landlord's additional evidence was emailed to the Tenant with a response deadline of June 1, 2026. The Tenant submitted no response evidence.
- [17] On June 2, 2026, I requested additional submissions from the parties regarding the amount of rent and utility expenses owing. On June 3, 2026, the Landlord provided additional evidence, which was emailed to the Tenant with a response deadline of 8:00 a.m. on June 4, 2026. The Tenant provided no submissions.

## ISSUE

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

## EVIDENCE

- [18] The onus is on the Landlord, as the party asserting its claims against the Tenant, to provide clear evidence to establish those claims on a balance of probabilities.

### **The Representative's evidence and submissions**

- [19] The Representative stated that as of the date of the hearing, the Tenant owes the Landlord **\$2,764.89** (\$895.00 rent + \$1,869.89 utilities).
- [20] The Tenant moved into the Unit with his spouse in 2019, and the tenancy agreement and electricity service were in his spouse's name. His spouse moved out around June 21, 2025, and the Landlord and Tenant entered into a new oral tenancy agreement.
- [21] The Tenant's rent is based on the Tenant's income. In 2025, the Tenant's rent was \$124.00 monthly. Between July and December 2025, the Tenant owed \$744.00 in rent but paid only \$449.00, resulting in \$295.00 in rental arrears for 2025.
- [22] In 2026, the Tenant's rent decreased to \$120.00. The Tenant has paid no rent in 2026. The Tenant owes the Landlord \$600.00 in rent from January to May 2026. The Tenant's total rental arrears for 2025 and 2026 are \$895.00. A rental ledger was submitted as evidence.
- [23] The Landlord advised the Tenant in mid-July 2025 that he would have to have the electricity put in his own name after his spouse moved out, as electricity was an excluded service. The Tenant requested an extension due to the service provider's required deposit. A temporary arrangement was made for the Landlord to pay for the electricity until the Tenant could secure the required funds. The Landlord did not require the Tenant to pay for electricity from mid-July up to August 8, 2025.
- [24] In September 2025, the Tenant paid \$50.00 towards the electricity expenses, but did not make any further payments. On February 12, 2026, the parties entered into a written agreement stating that the Tenant would start paying the Landlord the outstanding rent and electricity expenses by the end of February 2026, and have the electricity transferred into his name by April 1, 2026. The Tenant made no further payments towards the electricity expenses, and the electricity has not been put in his name.
- [25] The Tenant's total outstanding electricity arrears between August 9, 2025 and May 28, 2026, are \$1,869.89. Copies of the Unit's utility bills were submitted as evidence.

## ANALYSIS & FINDINGS

- [26] Based on the Representative's undisputed testimony and documentary evidence, I find that the Landlord has established that the Tenant owes the Landlord **\$2,764.89** (\$895.00 rent + \$1,869.89 utilities).
- [27] The Tenant must pay the Landlord \$2,764.89 by the timeline below.
- [28] The Application is allowed.

## IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$2,764.89 by August 4, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 4th day of June, 2026.

(sgd.) Mitch King

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**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.