

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 electricity expenses in the total amount of \$7,444.19. The Landlord also seeks to retain the security deposit, plus interest, to set off part of his claim.

DISPOSITION

- [3] The Landlord will keep the security deposit plus interest of \$1,319.37.
- [4] The Tenant must pay the Landlord additional compensation of \$5,398.21 by the timeline below.

BACKGROUND

- [5] The Unit is a house owned by the Landlord.
- [6] On August 8, 2025, the Tenant and the Landlord entered into a written, fixed-term tenancy agreement for the Unit, from August 19, 2025, to August 31, 2026. Rent was \$2,160.00 due on the first day of each month, later changed to the 20th. A security deposit of \$1,300.00 was paid by October 13, 2025.
- [7] On February 21, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of March 4, 2026 (the “First Notice”) for failure to pay rent of \$2,160.00. The Notice was served by e-mail.
- [8] On March 23, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with an effective date of April 3, 2026 (the “Second Notice”) for failure to pay rent of \$2,160.00. The Notice was served by e-mail.
- [9] The particulars of termination state:

“Received no rent payment for March due on the 20th and still \$1160 rent outstanding February and \$889.18 utilities.”
- [10] On March 30, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”), seeking rent owing, electricity expenses and vacant possession of the Unit. The Application was served to the Tenant by email.
- [11] On May 1, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for May 14, 2026.
- [12] On May 5, 2026, the Tenant moved out of the Unit. Therefore, I do not need to make a determination regarding vacant possession of the Unit.
- [13] On May 8, 2026, the Rental Office emailed the parties one video and an 81-page PDF (the “Evidence Package”).
- [14] On May 14, 2026, the Landlord participated in the tele-hearing. No telephone number was available for the Tenant. I emailed the Tenant an additional copy of the tele-hearing notice. The Tenant did not call in to the tele-hearing, and the hearing proceeded 10 minutes after the scheduled time.

- [15] The Landlord confirmed receipt of the Evidence Package and that it contained all submitted evidence. The Tenant submitted no evidence.
- [16] On June 9, 2026, I emailed the parties requesting additional evidence regarding the Tenant's outstanding electricity expenses.
- [17] On June 10, 2026, the Landlord emailed the Rental Office and the Tenant additional evidence. I provided the Tenant a response deadline of June 12, 2026. The Tenant provided no additional evidence or submissions.

ISSUE

- A. Does the Tenant owe the Landlord rent and electricity expenses?

EVIDENCE

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

The Landlord's evidence and submissions

- [19] The Landlord stated that he is seeking \$5,480.00 in rent owing and \$889.19 in electricity expenses for the period up to April 30, 2026. He is also seeking \$975.00 in prorated rent and \$100.00 for electricity expenses for the period of May 1 – 5, 2026.
- [20] The Tenant has paid rent late each month since September 2025, and the Landlord has served the Tenant with an eviction notice for each month. Up to January 2026, the Tenant always paid the rent within ten days of receiving each eviction notice to invalidate it. Rent was originally due on the first of each month, but the parties agreed to change the due date to the 20th of each month at the Tenant's request.
- [21] On February 20, 2026, the Tenant failed to pay February's rent of \$2,160.00, and the Landlord served the Tenant with the First Notice. The Tenant made a partial payment of \$1,000.00 for February's rent on March 2, 2026.
- [22] On March 20, 2026, the Tenant failed to pay March's rent of \$2,160.00, and the Landlord served the Tenant with the Second Notice. The Tenant made no rent payments for March or April and owes \$5,480.00 in rent for February, March, and April 2026.
- [23] The Tenant moved out of the Unit on May 5, 2026, and agreed in writing that the Landlord could keep the security deposit for rent owing. The Landlord stated that the Tenant also owes the Landlord \$975.00 in prorated rent for May 1-5, 2026. A rental ledger was submitted as evidence.
- [24] The Landlord stated that electricity was an excluded service, and the parties agreed to keep the electricity in the Landlord's name. The Tenant was required to pay the Landlord for the electricity expenses within 21 days of the bill being sent to her.
- [25] The Landlord stated that the Tenant owes \$889.19 in electricity expenses from October 2025 to April 2026, and \$100.00 in electricity expenses for May 1-5, 2026, for a total of \$989.19. The Landlord stated that he is not claiming for August 2025 or September 2025. Copies of the Unit's utility bills up to April 3, 2026, were submitted as evidence. No utility bills were submitted showing the Unit's electricity consumption after April 3, 2026.

ANALYSIS & FINDINGS

- [26] Based on the Landlord's undisputed testimony and documentary evidence, I find that the Landlord has established that the Tenant owes the Landlord \$5,480.00 in outstanding rent for February 2026 (\$1,160.00), March 2026 (\$2,160.00), and April 2026 (\$2,160.00).
- [27] I also find that the Tenant owes the Landlord prorated rent for May 1 – May 5, 2026, in the amount of \$348.39 (5 days ÷ 31 days × \$2,160.00). I find that the Landlord has not established that the prorated rent should total \$975.00.
- [28] The total amount of rent owing is \$5,828.39.
- [29] I find that the Landlord has established that the Tenant owes \$889.19 in electricity expenses.
- [30] The Landlord did not submit any utility bills detailing the Unit's electricity expenses after April 3, 2026. Therefore, I find that the Landlord has not established the amount of electricity expenses from April 3 to May 5, 2026. This part of the Landlord's claim is denied.
- [31] The Application is allowed in part.

CONCLUSION

- [32] The Tenant must pay the Landlord \$5,828.39 for rent owing.
- [33] The Tenant must pay the Landlord \$889.19 for electricity expenses.
- [34] The Landlord's additional claim for electricity expenses is denied.
- [35] The Landlord will keep the security deposit plus interest of \$1,319.37.
- [36] The Tenant will pay the Landlord additional compensation of \$5,398.21 by the timeline below.
- [37] My calculations are as follows:

Item	Amount
Security deposit	(\$1,300.00)
Interest (Oct. 13/25 – May 5/26)	(\$19.37)
Rent owing	\$5,828.39
Electricity expenses	\$889.19
Total	\$5,398.21

IT IS THEREFORE ORDERED THAT

- The Landlord will keep the security deposit plus interest of \$1,319.37.
- The Tenant must pay the Landlord \$5,398.21 by August 17, 2026.

DATED at Charlottetown, Prince Edward Island, this 16th day of June, 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.