

INTRODUCTION

- [1] This decision addresses an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks an order that the Tenant pay the outstanding rent.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom apartment in a five-unit building owned by the Landlord.
- [4] In November 2022 the Tenant took over assignment of the Unit. Rent in the amount of \$1,433.00 is due on the first day of the month. The Tenant paid the former tenant a \$1,000.00 security deposit. The Landlord holds a \$1,000.00 security deposit from the former tenant.
- [5] On April 7, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of "7th 2026" (the "Notice") for non-payment of rent, in the amount of \$4,299.00.
- [6] The earliest effective date was April 27, 2026, which is automatically changed under section 54 of the *Act*.
- [7] On April 17, 2026, the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice.
- [8] On May 20, 2026, after 4:00 p.m. the Landlord e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit, which is determined in Order LD26-196. The Landlord Application is also seeking a monetary order for rent owing, which is determined in this decision. The Landlord Application was considered filed on May 21, 2026.
- [9] On May 28, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for June 16, 2026.
- [10] On June 10, 2026, the Rental Office e-mailed the parties a 9-page PDF evidence package.
- [11] On June 16, 2026, the Tenant and the Landlord participated in the tele-hearing. The parties did not submit any documentary evidence outside of proof of service, the Tenant Application, the Landlord Application and the Notice.

DISPOSITION

- [12] The Tenant must pay the Landlord \$5,445.40 by the timeline below.

ISSUE

- A. Does the Tenant owe the Landlord rent?

ANALYSIS & FINDINGS

- [13] In Order LD26-196, I found that the tenancy ends on June 24, 2026 due to non-payment of rent.
- [14] I find that the Tenant owes the Landlord rent, in the total amount of \$5,445.40, calculated as follows:
- March 2026 (\$1,433.00) + April 2026 (\$1,433.00) + May 2026 (\$1,433.00) + Pro-rated June 2026 (\$1,146.40) (24 days / 30 days * \$1,433.00).

[15] The Application is allowed.

[16] In the event the Tenant's outstanding rent remains unpaid by July 9, 2026, the Landlord may, at their option, keep the Tenant's security deposit plus interest to offset the amount of rent owing.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$5,445.40 by July 17, 2026.
2. In the event the Tenant's outstanding rent remains unpaid by July 9, 2026, the Landlord may, at their option, keep the Tenant's security deposit plus interest to offset the amount of rent owing.

DATED at Charlottetown, Prince Edward Island, this 17th day of June, 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.