

## 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 owing and additional compensation.

## DISPOSITION

- [3] The Tenant must pay the Landlord \$3,996.77 by the timeline below.

## BACKGROUND

- [4] The Unit is an apartment in a six-unit building (the “Residential Property”) owned by the Landlord.
- [5] Around April 1, 2026, the Tenant and the Landlord entered into an oral monthly tenancy agreement for the Unit. Rent is \$1,500.00 per month, due on the first of the month. A security deposit was not required.
- [6] On April 20, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of May 10, 2026 (the “First Notice”) for failure to pay rent of \$1,500.00. The First Notice was served by email and by posting a copy to the Unit’s door.
- [7] On June 2, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with an effective date of June 22, 2026 (the “Second Notice”) for failure to pay rent of \$3,900.00. The Second Notice was served by email and by posting a copy to the Unit’s door.
- [8] The First Notice and the Second Notice will be collectively referred to as “the Notices.”
- [9] On May 11, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking rent owing and additional compensation. The Landlord served the Application by posting a copy to the Unit’s door.
- [10] The Landlord is also seeking vacant possession of the Unit, which is determined in **Order LD26-205**.
- [11] On June 1, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 18, 2026.
- [12] On June 10, 2026, the Rental Office emailed the parties a 33-page PDF evidence package.
- [13] On June 18, 2026, three Landlord representatives (the “Representatives”), the Tenant, and the Tenant’s witness participated in the tele-hearing. The parties confirmed receipt of the evidence package and confirmed that it contained all submitted evidence.
- [14] The parties submitted additional evidence, which was shared with the other party.

## ISSUE

- A. Must the Tenant pay the Landlord rent owing and additional compensation?

## EVIDENCE

- [15] 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 Landlord's evidence and submissions

- [16] The Representatives stated the Tenant owes the Landlord \$3,900.00 in outstanding rent. The Landlord sent the Tenant messages regarding the rent owing and attempted to work with the Tenant, but the Tenant did not pay the rent. The Tenant owes \$900.00 for April 2026, \$1,500.00 for May 2026, and \$1,500.00 for June 2026. The Tenant made only one payment toward rent on April 24, 2026, in the amount of \$600.00.
- [17] The Representatives disputed the Tenant's claims that the Unit requires repairs. The Representatives stated that if the Unit requires repairs, the Tenant could have filed an application with the Rental Office, but the Tenant was not permitted to withhold rent.
- [18] The Landlord is also seeking additional compensation of \$250.00 for administrative costs and \$800.00 for legal fees and filing costs.

### The Tenant's evidence and submissions

- [19] The Tenant agreed that he owes the Landlord \$3,900.00 in rent. The Tenant stated that he did not pay the Landlord rent because the Unit requires repairs and the Landlord is either not performing them or is performing only partial repairs. The Tenant's witness also stated the Unit requires repairs.

## ANALYSIS & FINDINGS

### Rent owing

- [20] In Order **LD26-205**, I found that the tenancy ends on July 2, 2026, due to non-payment of rent.
- [21] I find that the Tenant owes the Landlord rent, in the total amount of \$3,996.77, calculated as follows: April 2026 (\$900.00) + May 2026 (\$1,500.00) + June 2026 (\$1,500.00) + 2 days in July 2026 ( $2 / 31 \times \$1,500.00 = \$96.77$ )
- [22] Despite the Tenant's position that the Unit requires repairs, subsection 19(1) of the Act states that a tenant shall pay rent when it is due unless they have an express right under the Act to deduct or withhold all or a portion of the rent. In this case, there is no evidence that the Tenant had an express right to deduct or withhold rent.

### Costs and fees

- [23] The Landlord requested compensation for filing costs and administrative and legal fees. The Rental Office is authorized to award costs to a successful party per clause 85(1)(q) of the Act. In Order LR24-43, the Island Regulatory and Appeals Commission commented that the authority to award costs is discretionary and exercised in exceptional circumstances.
- [24] I find that the facts do not constitute exceptional circumstances warranting an award of filing costs, administrative costs, or legal fees. Evictions and rent-owing disputes are common matters between landlords and tenants, and this case is no exception. Accordingly, this claim is denied.
- [25] The Application is allowed in part.
- [26] The Tenant must pay the Landlord \$3,996.77 by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant must pay the Landlord \$3,996.77 by July 24, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 24th 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.