

## INTRODUCTION

- [1] This decision addresses an application filed by the Landlord with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord seeks a monetary order against the Tenants for rent owing and unpaid utilities.

## BACKGROUND

- [3] The Unit is a three-bedroom, three-bathroom single-family dwelling, owned by the Landlord.
- [4] On October 16, 2024 the parties entered into a written, fixed-term tenancy agreement, which at the end of the fixed-term continued on a monthly basis. Rent in the amount of \$2,346.00 is due on the first day of the month. The Tenants paid the Landlord a \$2,300.00 security deposit at the beginning of the tenancy.
- [5] On June 2, 2026 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* effective June 22, 2026 for non-payment of rent, in the amount of \$3,064.90 and repeatedly late rent payments (the “Notice”).
- [6] On June 23, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking vacant possession of the Unit, which is determined in Order LD26-251. The Landlord is also seeking a monetary order for rent owing, which is determined in this decision.
- [7] On June 25, 2026 the Landlord e-mailed the Tenants and the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* (the “Application”).
- [8] On July 2, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for July 23, 2026.
- [9] On July 14, 2026 the Rental Office e-mailed the parties a 44-page PDF evidence package.
- [10] On July 22, 2026 the Landlord e-mailed the Tenants and the Rental Office one-page document as additional evidence.
- [11] On July 23, 2026 the Landlord and one of the Tenants (the “Tenant”) participated in the tele-hearing. The Tenant represented the Tenants during the hearing. The parties confirmed that they received the evidence package and the additional evidence, and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

## DISPOSITION

- [12] The Landlord has established valid claims for unpaid rent and unpaid utilities, in the amount of \$4,507.13.
- [13] The Landlord will keep the Tenants’ security deposit, including interest, in the total amount of \$2,403.74 to offset the Landlord’s claims.
- [14] The Tenants must pay the Landlord \$2,103.39 by the timeline below.

## ISSUE

- A. Do the Tenants owe rent and unpaid utilities to the Landlord?

## ANALYSIS & FINDINGS

- [15] In Order LD26-251 the parties agreed that the tenancy will end effective July 31, 2026.
- [16] The parties also agreed that the Tenants owed the Landlord \$4,507.13 in unpaid rent and unpaid utilities.
- [17] The parties agreed that the Landlord can keep the Tenants' security deposit, including interest to offset the Landlord's claims.
- [18] I find that the Tenants owe the Landlord \$4,507.13 in unpaid rent and unpaid utilities.
- [19] I find that the Landlord will keep the Tenants' security deposit, including interest, in the total amount of \$2,403.74. Therefore, the Tenants will pay the Landlord \$2,103.39 by the timeline below.
- [20] The Application is allowed.

### Tenancy Agreement

- [21] I note that for all tenancy agreements commencing on or after April 8, 2023, landlords are **required** to prepare written tenancy agreements in accordance with sections 10 and 11 of the *Act*.
- [22] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements, such as the rent and services included in the previous tenancy for the rental unit.

## IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$2,403.74.
2. The Tenants will pay the Landlord \$2,103.39 by August 24, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 23rd day of July, 2026.

(sgd.) Cody Burke

Cody Burke  
Residential Tenancy Officer

## NOTICE

### Right to Appeal

This Order may 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.