

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 unpaid utilities in the amount of \$1,938.04.

BACKGROUND

- [3] The Unit is a house owned by the Landlord.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit, from March 1, 2025 to February 28, 2026. Rent was \$2,800.00 per month, due on the first of the month. A security deposit of \$2,800.00 was paid at the beginning of the tenancy.
- [5] On January 2, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice*, effective January 22, 2026 (the “First Notice”), for failure to pay rent of \$3,338.04. The First Notice was served by email.
- [6] On January 2, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice*, effective February 28, 2026 (the “Second Notice”), for repeatedly late rent payments. The Second Notice was served by email.
- [7] On February 15, 2026, the Tenant moved out of the Unit.
- [8] On February 18, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking rent owing and unpaid utilities. The Landlord served the Application by email.
- [9] On June 5, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for July 9, 2026.
- [10] On June 15, 2026, the Rental Office emailed the parties notice of a rescheduled tele-hearing for July 7, 2026.
- [11] On June 25, 2026, the Rental Office emailed the parties a 49-page PDF evidence package.
- [12] On July 7, 2026, the Landlord’s representative (the “Representative”) participated in the tele-hearing. As 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 it proceeded 10 minutes after the scheduled time. The Representative confirmed receipt of the evidence package and that it contained all submitted evidence. The Tenant submitted no evidence.
- [13] On July 13 and July 17, 2026, the Representative submitted additional evidence, which was sent to the Tenant. The Tenant was given a submission deadline of July 24, 2026, but provided no submissions.

DISPOSITION

- [14] The Tenant must pay the Landlord \$1,875.14 by the timeline below.

ISSUE

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

ANALYSIS & FINDINGS

- [15] The Representative stated that the Tenant owes the Landlord \$1,400.00 in rent for the period February 1 to 15, 2026. The Representative stated that water was an excluded service and that the Tenant owes the Landlord for outstanding water utility bills, totalling \$538.04.
- [16] The Representative stated that on January 20, 2026, at the Tenant's request, the Landlord agreed to apply the security deposit toward January 2026 rent. The Tenant agreed to vacate by February 15, 2026 and to pay the Landlord \$1,400.00 in rent for the period February 1 to 15, 2026. The Tenant also agreed to pay the outstanding water utility bills. The Representative stated the Tenant did not pay the February 2026 rent or the utility bills.
- [17] Copies of banking records, a screenshot of the outstanding water utility bill balance, and messages between the parties were submitted as evidence.
- [18] I find that the Landlord has established that the Tenant owes the Landlord \$1,400.00 in rent for the period February 1 to 15, 2026.
- [19] I find that the Landlord has established that the Tenant owes the Landlord \$538.04 in outstanding water utility bills.
- [20] I find that interest accrued on the security deposit up to January 20, 2026, because the parties agreed that the security deposit would be applied toward January 2026 rent on that date. The accrued interest is \$62.90 and is credited against the amount owing.
- [21] I find that the Tenant must pay the Landlord \$1,875.14 (\$1,400.00 + \$538.04 - \$62.90) by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$1,875.14 by August 31, 2026.

DATED at Charlottetown, Prince Edward Island, this 27th day of July, 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.