

INTRODUCTION

- [1] This decision addresses an application filed by the Landlords with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlords seek a monetary order against the Tenants for rent owing, in the amount of \$4,500.00.

BACKGROUND

- [3] The Unit is a three-bedroom and two-and-a-half-bathroom townhouse, owned by the Landlords.
- [4] On August 15, 2022 the parties entered into a written, fixed-term tenancy agreement that has renewed each August. Rent in the amount of \$2,250.00 is due on the twenty-first day of each month. The Tenants paid the Landlords a \$2,200.00 security deposit at the beginning of the tenancy.
- [5] On May 22, 2026 the Landlords served the Tenants with a *Form 4(A) Eviction Notice* effective June 12, 2026 for non-payment of rent, in the amount of \$2,250.00 (the “Notice”).
- [6] On July 22, 2026 the Landlords e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* requesting the Sheriff to put the Landlord into possession of the Unit, which is determined in Order LD26-279. The Landlords are also seeking a monetary order for rent owing, which is determined in this decision (the “Application”).
- [7] On July 24, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for August 6, 2026.
- [8] On July 30, 2026 the Rental Office provided the parties a 52-page PDF evidence package.
- [9] On August 6, 2026 the Landlords’ representative (the “Representative”) and one of the Tenants (the “Tenant”), representing the Tenants, participated in the tele-hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

DISPOSITION

- [10] The Tenants must pay the Landlords \$4,500.00 by the timeline below.

ISSUE

- A. Must the Tenants pay the Landlords outstanding rent?

ANALYSIS & FINDINGS

- [11] In Order LD26-279 the tenancy ends effective August 24, 2026.
- [12] The parties agreed that the Tenants owed the Landlords \$4,500.00 in unpaid rent for June 2026 and July 2026.
- [13] I find that the Tenants must pay the Landlords \$4,500.00 for June 2026 and July 2026 rent (\$2,250.00 multiplied by two months). The Application is allowed.

- [14] I note that subsection 40(2) of the *Act* authorizes a landlord to keep from a security deposit an amount that the Rental Office has ordered a tenant to pay to the landlord and that remains unpaid at the end of the tenancy.
- [15] If the Tenants' outstanding rent remains unpaid as of August 24, 2026, then the Landlords may, at the Landlords' option, keep the Tenants' security deposit, including interest to offset part of the outstanding rent.
- [16] For greater clarity, the security deposit, including accrued interest from August 15, 2022 to August 24, 2026, totals \$2,398.62.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlords \$4,500.00 by September 8, 2026.
2. If the Tenants' outstanding rent remains unpaid as of August 24, 2026, then the Landlords may, at the Landlords' option, keep the Tenants' security deposit, including interest to offset part of the outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 7th day of August, 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.