

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 Tenant for rent owing, in the amount of \$2,096.02.

BACKGROUND

- [3] The Unit is a single-bedroom located in a three-bedroom; one-bathroom rental unit managed by the Landlord.
- [4] On July 7, 2025 the Tenant signed a written, fixed-term tenancy agreement. Rent in the amount of \$902.00 was due on the first day of the month. In addition to the tenancy agreement, the parties had a "*Rent Rebate Agreement*" where there was a \$95.33 reduction each month. Rent was \$806.67 due on the first day of the month.
- [5] On July 14, 2025 the Tenant e-Transferred the Landlord a \$902.00 security deposit.
- [6] On or before May 31, 2026 the Tenant had vacated the Unit and removed all of the Tenant's personal belongings.
- [7] On June 9, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective June 30, 2026 for non-payment of rent, in the amount of \$2,096.02 (the "Notice").
- [8] On June 30, 2026 the Landlord e-mailed the Tenant 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 and rent owing.
- [9] On July 3, 2026 the Landlord e-mailed the Tenant and the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* requesting the Sheriff to put the Landlord into possession of the Unit and rent owing (the "Application").
- [10] On July 15, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for August 11, 2026.
- [11] On July 27, 2026 the Landlord withdrew the request for the Sheriff to put the Landlord in vacant possession because the Tenant moved out. The remaining claim on the Application is rent owing.
- [12] On July 30, 2026 the Rental Office provided the parties a 48-page PDF evidence package.
- [13] On August 11, 2026 the Landlord's representative (the "Representative") participated in the tele-hearing. The Tenant did not participate. I telephoned the Tenant and did not receive a response. After ten-minutes the hearing proceeded in the Tenant's absence.

DISPOSITION

- [14] The Tenant must pay the Landlord \$2,096.02 by the timeline below.

ISSUE

- A. Must the Tenant pay the Landlord outstanding rent?

ANALYSIS & FINDINGS

- [15] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the burden of proof lies with the Landlord, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.
- [16] The Landlord is seeking outstanding rent against the Tenant, in the amount of \$2,096.02.
- [17] The Representative stated that the Tenant regularly fell behind paying the rent. Included in the Landlord's evidence was a rent ledger for the Unit called "*Tenant Statement*." The Tenant's last rent payment was on March 1, 2026, in the amount of \$1,000.00.
- [18] The Representative stated that the *Tenant Statement* had an error on it. The \$902.00 rent for "*June 1, 2026*" was actually for "*May 1, 2026*." The Representative stated that the Tenant was not charged for June's rent.
- [19] The Representative stated that the Tenant agreed by e-mail that the Landlord could keep the Tenant's security deposit for the outstanding rent. A copy of that e-mail was not submitted into evidence. The Representative stated that after deducting the security deposit from the rent owing the outstanding balance is \$2,096.02.
- [20] I find that the evidence presented establishes that the Tenant owes rent to the Landlord, in the amount of \$2,096.02.
- [21] I have no objective nor direct evidence to determine whether or not the parties agreed to the determination of the security deposit, including interest.
- [22] However, 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.
- [23] If the Tenant's outstanding rent remains unpaid as of August 31, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit, including interest to offset part of the outstanding rent.

Tenancy Agreement

- [24] 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*.
- [25] The standard for 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 tenancies for the rental units.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$2,096.02 by September 11, 2026.
2. If the Tenant's outstanding rent remains unpaid as of August 31, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit, including interest to offset part of the outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 11th 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.