

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 Tenants to pay the rent owing.

DISPOSITION

- [3] The Tenants must pay the Landlord \$1,634.84 by the timeline below.

BACKGROUND

- [4] The Unit is one half of a duplex owned by the Landlord.
- [5] The parties entered into a written fixed-term tenancy agreement for the Unit for the period of October 1, 2024, to September 30, 2025. The tenancy then continued monthly. Rent is \$2,200.00 per month, due on the first of the month. The Tenants paid a security deposit of \$1,100.00 on October 31, 2024.
- [6] On August 6, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking rent owing. The Application was served electronically.
- [7] The Landlord is also seeking vacant possession of the Unit, which is determined in **Order LD26-306**.
- [8] On August 11, 2026, the Landlord emailed the Tenants a first *Form 4(A) Eviction Notice* (the "First Notice"). The First Notice was dated July 2, 2026, and was effective July 18, 2026. The reasons for termination are:
- You have not paid your rent in the amount of \$2,200.00;*
You are repeatedly late in paying rent;
You have failed to comply with a material term of the tenancy agreement despite written warning.
- [9] On August 11, 2026, the Landlord emailed the Tenants a second *Form 4(A) Eviction Notice* (the "Second Notice"). The Second Notice was dated August 1, 2026, and was effective August 1, 2026. The reasons for termination are:
- You have not paid your rent in the amount of \$4,400.00;*
You are repeatedly late in paying rent;
You have failed to comply with a material term of the tenancy agreement despite written warning.
- [10] Regarding the grounds of non-payment of rent, the earliest effective date for the First Notice and the Second Notice is August 31, 2026, because subsection 60(1) of the Act requires at least 20 days' notice. Because the First Notice and the Second Notice were served on August 11, 2026, the effective date is automatically changed to August 31, 2026, under section 54 of the Act.

- [11] Regarding the grounds of repeatedly late rent payments and failing to comply with a material term of the tenancy agreement, the earliest effective date for the First Notice and the Second Notice is September 30, 2026, because subsection 61(3) of the Act requires at least one month's notice ending on the day before rent is payable. Because the First Notice and the Second Notice were served on August 11, 2026, the effective date for these grounds automatically changes to September 30, 2026, under section 54 of the Act.
- [12] On August 13, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for August 27, 2026.
- [13] On August 20, 2026, the Rental Office emailed the parties a 27-page PDF evidence package.
- [14] On August 27, 2026, the Landlord and a Tenant, representing both Tenants, participated in the tele-hearing. The parties confirmed receipt of the evidence package, and the Landlord stated that it included all evidence he submitted. The Tenants submitted no documents.

ISSUE

A. Do the Tenants owe the Landlord rent?

ANALYSIS & FINDINGS

- [15] The onus is on the Landlord, as the party asserting the claims against the Tenants, to provide clear evidence to establish those claims on a balance of probabilities.
- [16] The Landlord stated the Tenants owed \$4,400.00 in rent for July and August 2026 when he served the First Notice and the Second Notice.
- [17] The Landlord stated the Tenants paid the outstanding rent for July 2026 on August 21, 2026. He stated that the Tenants still owe \$2,200.00 in rent for August 2026.
- [18] The Tenant agreed with the Landlord's evidence that the July 2026 rent was paid on August 21, 2026, and that the Tenants still owe \$2,200.00 in rent for August 2026.
- [19] The parties agreed that the Landlord could keep the security deposit to offset some of the rent owing.
- [20] I find that the Landlord has established that the Tenants owe the Landlord \$2,200.00 in rent for August 2026.
- [21] In **Order LD26-306**, I found that the tenancy ends at 5:00 p.m. on September 8, 2026, for non-payment of rent. The Tenants must pay the Landlord prorated rent of \$586.67 for September 1 to September 8, 2026, inclusive ($\$2,200.00 / 30 \text{ days} \times 8 \text{ days}$).
- [22] The total amount of rent owing is \$2,786.67 ($\$2,200.00 + \586.67).
- [23] The Landlord will keep the security deposit and accrued interest of \$1,151.83 ($\$1,100.00 + \51.83).
- [24] The amounts are set off, and the Tenants must pay the Landlord \$1,634.84 ($\$2,786.67 - \$1,151.83$) by the timeline below.
- [25] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlord \$1,634.84 by September 29, 2026.

DATED at Charlottetown, Prince Edward Island, this 31st day of August, 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.