

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks an order against the Tenants for rent owing.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom rental unit in the lower portion of an over-under duplex (the "Residential Property") that the Landlord has operated since January 1, 2023.
- [4] The Landlord, one of the Tenants, and two other tenants entered into an earlier tenancy agreement for the Unit. A security deposit in the amount of \$1,650.00 was paid on November 6, 2024.
- [5] On June 26, 2026 the Landlord and the Tenants entered into a written, fixed-term tenancy agreement for the Unit from June 20, 2026 to May 31, 2027. Rent in the amount of \$1,687.95 is due on the first day of the month. The security deposit from the earlier tenancy agreement became the Tenants' security deposit.
- [6] On August 5, 2026 the Landlord served the Tenants with a first *Form 4(A) Eviction Notice* with a vacate date of August 25, 2026 for non-payment of rent (the "First Notice").
- [7] On August 26, 2026 the Landlord served the Tenants with a second *Form 4(A) Eviction Notice* with a vacate date of September 30, 2026 for non-payment of rent, behaviour disturbing others, damage and breach of a material term of the tenancy agreement (the "Second Notice").
- [8] On August 27, 2026 the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* seeking an order requiring the Tenants to vacate the Unit and rent owing. The Landlord sent the Tenants this application at the same time it was sent to the Rental Office. The Landlord's rent owing claim is determined in this decision. The eviction matter is determined in Order LD26-318.
- [9] On August 31, 2026 the Landlord filed with the Rental Office and served the Tenants with a second *Form 2(B) Landlord Application to Determine Dispute* seeking an order requiring the Tenants to vacate the Unit and an order for earlier termination of the tenancy. The Landlord sent the Tenants this application at the same time it was sent to the Rental Office. The earlier termination matter is addressed in Order LD26-318.
- [10] On September 3, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for September 10, 2026.
- [11] On September 8, 2026 the Landlord submitted evidence regarding the applications. The Rental Office provided the Tenants with access to this evidence through TitanFile. The Tenants did not submit any evidence.
- [12] On September 10, 2026 the Landlord's representative (the "Representative") joined the tele-hearing. I telephoned the Tenants and they answered the call. The Tenants decided to disconnect from the call and did not participate in the hearing. The hearing proceeded in the Tenants' absence.

DISPOSITION

- [13] The Tenants must pay the Landlord rent owing in the amount of \$569.46 by the timeline below.

ISSUE

A. Do the Tenants owe rent to the Landlord?

ANALYSIS

- [14] The Representative submitted into evidence the Landlord's rent ledger for the Tenants and provided testimony at the hearing. The Landlord's evidence establishes that the Tenants only paid part of September 2026 rent, in the amount of \$387.05.
- [15] In Order LD26-318 the tenancy is terminated effective September 17, 2026. Therefore, the Tenants are responsible for pro-rated September 2026 rent, in the amount of \$956.51 (17 days divided by 30 days multiplied by \$1,687.95).
- [16] I find that the Tenants must pay the Landlord rent owing in the total amount of \$569.46 (\$956.51 minus \$387.05) by the timeline below.
- [17] 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.
- [18] If the Tenants' outstanding rent remains unpaid as of September 17, 2026, then the Landlord may, at the Landlord's option, keep part of the Tenants' security deposit to offset the outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlord the amount of \$569.46 by October 13, 2026.
2. If the Tenants' outstanding rent remains unpaid as of September 17, 2026, then the Landlord may, at the Landlord's option, keep part of the Tenants' security deposit to offset the outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 10th day of September, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.