

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 Landlords seek an Order against the Tenant for rent owing.

BACKGROUND

- [3] The Unit is a four-bedroom, two-bathroom single family dwelling that the Landlords have owned for two years.
- [4] On December 29, 2025 the Landlords and the Tenant entered into a written, fixed-term tenancy agreement from February 1, 2026 to January 31, 2027. A security deposit of \$2,500.00 was paid in installments. Rent in the amount of \$2,500.00 is due on the first day of the month.
- [5] On August 6, 2026 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of August 28, 2026 (the "Notice") for non-payment of July and August 2026 rent in the total amount of \$5,000.00.
- [6] On September 8, 2026 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlords in possession.
- [7] On September 8, 2026 the Tenant emailed a *Form 2(A) Tenant Application to Determine Dispute* to the Rental Office disputing the Notice. The Rental Office rejected the Tenant's application because it was not filed within ten days of the Notice being served.
- [8] On September 9, 2026 the Landlords filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlords in possession, which is determined in Order LD26-338. The Application also seeks rent owing, which is determined in this decision.
- [9] On September 11, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for September 22, 2026 for determining the Application.
- [10] The parties emailed evidence to the Rental Office and served the other party with evidence. The Landlords and the Tenant both sent one email with evidence on September 15, 2026 and the Landlords sent an additional email on September 22, 2026.
- [11] On September 22, 2026 Landlords and the Tenant participated in the tele-hearing. The parties confirmed that their evidence was contained in the three emails identified above.

DISPOSITION

- [12] The Landlords have established a rent claim against the Tenant in the amount of \$3,215.63 up to October 1, 2026. The Landlords agreed to a \$175.00 offset regarding a late fee.
- [13] The Tenant must pay the Landlords the net amount of \$3,040.63 by the timeline below.

ISSUE

- A. Does the Tenant owe rent to the Landlords?

ANALYSIS

- [14] For the reasons stated in Order LD26-338, I found that three payments were made for the Tenant's rent in the amounts of \$1,210.00, \$1,190.00 and \$1,965.02 (total of \$4,365.02) regarding the months of July, August and September 2026 (total of \$7,500.00; 3 months multiplied by \$2,500.00).
- [15] I find that the Tenant owes the Landlords rent in the amount of \$3,134.98 for the rent due up to September 30, 2026 (\$7,500.00 minus \$4,365.02).
- [16] In Order LD26-338 the tenancy is terminated effective October 1, 2026. Therefore, the Tenant must also pay the Landlords prorated October rent, in the amount of \$80.65 (1 day divided by 31 days multiplied by \$2,500.00). The total rent owing up to October 1, 2026 is \$3,215.63.
- [17] However, at the hearing that the Landlords agreed to \$175.00 offset regarding a late fee towards the amount the Tenant owes the Landlords.
- [18] I find that the Tenant must pay the Landlords the net amount of \$3,040.63 (\$3,215.63 minus \$175.00) by the timeline below.
- [19] 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.
- [20] If the Tenant's outstanding rent remains unpaid as of October 1, 2026, then the Landlords may, at the Landlords' option, keep the Tenant's security deposit to offset part of the outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlords the amount of \$3,040.63 by October 26, 2026.
2. If the Tenant's outstanding rent remains unpaid as of October 1, 2026, then the Landlords may, at the Landlords' option, keep the Tenant's security deposit to offset part of the outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 24th 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.