

INTRODUCTION

- [1] This decision addresses an application the Landlord filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks an order requiring the Tenant to pay rent owing of \$5,205.00.

BACKGROUND

- [3] The Unit is a room rental with shared common spaces in a four-room apartment (the "Residential Property").
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit from July 21, 2025, to January 31, 2026. At the end of the fixed term, the tenancy continued on a month-to-month basis. Rent was \$575.00 per month, due on the first of the month. The Tenant paid a \$575.00 security deposit at the beginning of the tenancy.
- [5] On July 14, 2026, the Landlord personally served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of July 24, 2026 (the "Notice") for failure to pay rent of \$5,205.00.
- [6] The earliest vacate date for the Notice was August 3, 2026, because of the minimum notice period required by subsection 60(1) of the Act. For this reason, the Notice's vacate date is automatically corrected to August 3, 2026, under section 54.
- [7] On August 3, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* seeking the rent owing and vacant possession of the Unit.
- [8] On August 25, 2026, the Landlord filed and served an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking the rent owing and vacant possession of the Unit.
- [9] On or about August 31, 2026, the Tenant moved out of the Unit. Therefore, I do not need to make a determination regarding vacant possession of the Unit.
- [10] On September 3, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for September 17, 2026.
- [11] On September 10, 2026, the Rental Office emailed the parties a 25-page PDF evidence package.
- [12] On September 17, 2026, neither party called into the tele-hearing, and it did not proceed.
- [13] On September 23, 2026, the Rental Office emailed the parties notice of a rescheduled tele-hearing for October 8, 2026.
- [14] On October 8, 2026, the Landlord's representative (the "Representative") joined the tele-hearing. I telephoned the Tenant and emailed him a copy of the tele-hearing notice, but the Tenant did not join the tele-hearing. The hearing proceeded ten minutes after the scheduled time. The Representative confirmed receipt of the evidence package and stated that it included all evidence he submitted. The Tenant submitted no evidence.
- [15] On October 15, 2026, I requested additional submissions from the parties regarding the Tenant's rent payments, with a response deadline of October 16, 2026, at 4:00 p.m.
- [16] On October 16, 2026, the Landlord provided an additional submission regarding the Tenant's rent payments and shared it with the Tenant. The Tenant provided no submissions.

DISPOSITION

[17] The Tenant must pay the Landlord \$4,610.89 by the timeline below.

ISSUE

A. Does the Tenant owe the Landlord rent?

ANALYSIS & FINDINGS

- [18] The onus is on the Landlord, as the party asserting the claims against the Tenant, to provide clear evidence to establish those claims on a balance of probabilities.
- [19] The Representative stated that another tenant told him that the Tenant moved out of the Unit around August 31, 2026. The Tenant did not tell the Representative that he had vacated the Unit. The Representative regained possession of the Unit on September 4, 2026. The Representative is not seeking any rent owing past August 31, 2026.
- [20] Based on the Representative's undisputed evidence, I find that the Tenant was overholding past the Notice's vacate date. The Tenant was required to return the keys to the Landlord under clause 39(2)(b) of the Act. The Landlord did not regain possession of the Unit until September 4, 2026.
- [21] Based on the Representative's undisputed testimony and the submitted rental ledger, I find that the Landlord has established that the Tenant owes the Landlord \$5,205.00 in rent through August 31, 2026. The Application is allowed.
- [22] I find that the security deposit, including interest, is \$594.11.
- [23] After applying the security deposit to offset part of the rent owing, I find that the Tenant owes the Landlord \$4,610.89.

Tenancy agreement

- [24] Subsections 11(1) and (2) of the Act require the tenancy agreement to be in writing and to have the formal requirements listed in subsection 11(2) of the Act. The tenancy agreement is not on the standard form and does not have all the formal requirements listed. Additionally, the tenancy agreement contains conditions that conflict with the Act, such as a "*non-interest-bearing*" security deposit and financial penalties for early termination of the tenancy agreement. The Rental Office's *Form 1 – Standard Form of Tenancy Agreement* is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$4,610.89 by November 19, 2026.

DATED at Charlottetown, Prince Edward Island, this 19th day of October, 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.