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 Tenant for rent owing.

BACKGROUND

[3] The Unit includes one basement bedroom with shared services and facilities located in a building that the Landlord owns and resides in (the "Residential Property").

[4] The Landlord and the Tenant entered into a tenancy agreement that started on December 1, 2025. A security deposit of $675.00 was paid. Rent in the amount of $675.00 is due on the first day of the month.

[5] On August 13, 2026 the Landlord served the Tenant by email with a *Form 4(A) Eviction Notice* with an effective date of September 13, 2026 (the "Notice") for non-payment of rent and other grounds.

[6] On October 1, 2026 the Landlord filed with the Rental Office and served the Tenant with a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD26-388. The Application also seeks rent owing, which is determined in this decision.

[7] On October 8, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for October 20, 2026.

[8] On October 13, 2026 the Rental Office emailed the parties a 44-page PDF evidence package. The Rental Office telephoned the Tenant and left a voicemail message regarding the upcoming tele-hearing.

[9] On October 14, 2026 the Rental Office telephoned the Tenant again but there was no response.

[10] On October 20, 2026 the Landlord joined the tele-hearing. I telephoned the Tenant and he answered but later disconnected. I sent the Tenant an email stating that the hearing would proceed immediately.

[11] I telephoned the Tenant again and he answered. The Tenant stated that he was sick and busy. The Tenant also stated that he about to be picked up and he may need to leave the hearing early. Later the Tenant stated that he had to go and I told him that the hearing would proceed in his absence if he left. The Tenant disconnected from the call and the hearing continued in the Tenant's absence.

[12] The Landlord stated that everything that he submitted to the Rental Office for this dispute was included in the evidence package. The Tenant did not submit anything to the Rental Office.

DISPOSITION

[13] The Tenant must pay the Landlord rent owing in the total amount of $1,712.90 by the timeline below.

ISSUE

A. Does the Tenant owe rent to the Landlord?

ANALYSIS

[14] I have reviewed the evidence of the parties.

[15] I find that the parties had discussed an agreement about the security deposit being used as rent. However, based upon the evidence presented, I find that a fundamental part of this discussion was that the Tenant would move out of the Unit near the end of August 2026, which did not occur. I find that the parties did not have a binding agreement for the security deposit to be used as rent nor a rent reduction.

[16] I accept the Landlord's evidence that the Tenant paid $900.00 on August 1, 2026, which covered July 2026 rent and $225.00 for August 2026 rent. I also accept the Landlord's evidence that the Landlord did not receive any further rent payments from the Tenant.

[17] The rent owing for August ($450.00) and September ($675.00) totals $1,125.00.

[18] In Order LD26-388 the tenancy is terminated effective October 27, 2026. Therefore, the Tenant must also pay the Landlord prorated rent from October 1 to 27, 2026, in the amount of $587.90 (27 days divided by 31 days multiplied by $675.00).

[19] The Tenant must pay the Landlord rent owing in the total amount of $1,712.90 ($1,125.00 plus $587.90) by the timeline below.

[20] 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.

[21] If the Tenant's outstanding rent remains unpaid as of October 27, 2026, then the Landlord may, at the Landlord's 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 Landlord rent owing in the amount of $1,712.90 by November 20, 2026.

2. If the Tenant's outstanding rent remains unpaid as of October 27, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit to offset part of the outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 20th day of October, 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.