

Introduction

- [1] On November 14, 2023 the Landlord filed a *Landlord Application to Determine Dispute* (Form 2(B)) (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking to retain the Tenant's security deposit.
- [2] On November 23, 2023 the Landlord amended the Application to add a rent owing claim against the Tenant. The Landlord seeks rent owing up to the date that the Tenant vacated the Rental Unit.
- [3] On November 23, 2023 the Rental Office emailed the parties notice of a teleconference hearing scheduled for 9:00 a.m. on December 12, 2023, along with a copy of the Application.
- [4] On December 11, 2023 the Rental Office emailed the parties regarding evidence submissions for the scheduled hearing.
- [5] On December 12, 2023 the Representative, on behalf of the Landlord, participated in a teleconference hearing with the Residential Tenancy Officer (the "Officer"). The Rental Office telephoned the Tenant shortly after 9:00 a.m. but there was no response. The hearing proceeded in the absence of the Tenant and the hearing concluded at 9:24 a.m.

Issues to be Decided

- i. Can the Landlord retain the Tenant's security deposit?
- ii. Does the Tenant owe rent to the Landlord?

Summary of the Evidence

- [6] The Landlord's evidence is summarized as follows. The Landlord and the Tenant entered into a written, fixed term tenancy agreement for the period of December 1, 2022 to November 30, 2023. Rent in the amount of \$1,019.00 was due on the first day of the month and a \$509.50 security deposit was paid.
- [7] On October 13, 2023 the Landlord served the Tenant with a termination notice (Form 4(A) Eviction Notice) for non-payment of rent.
- [8] On November 2, 2023 the Tenant moved out of the Rental Unit.
- [9] The Landlord submitted a rent ledger into evidence. The Tenant provided the Landlord with cheques that were returned due to non-sufficient funds. The total amount outstanding is \$2,121.97, before deducting the security deposit and interest.

Analysis and Conclusion

- [10] The Landlord's undisputed evidence establishes that the Tenant owes the Landlord \$2,121.97 due to unpaid rent and non-sufficient funds charges. The security deposit plus interest totals \$521.57, which will be retained by the Landlord.
- [11] The net amount of rent owing by the Tenant to the Landlord is \$1,600.40 (\$2,121.97 minus \$521.57).

IT IS THEREFORE ORDERED THAT

1. The Landlord will retain the Tenant's security deposit, in the amount of \$521.57.
2. The Tenant must pay the Landlord the amount of \$1,600.40 by January 5, 2024.

DATED at Charlottetown, Prince Edward Island, this 12th day of December, 2023.

(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.