

INTRODUCTION

- [1] On July 3, 2024 the Landlord filed a *Landlord Application to Determine Dispute* (Form 2(B)) (the “Application”) with the Residential Tenancy Office (the “Rental Office”) seeking rent owing by the Tenant.
- [2] On July 10, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for 11:00 a.m. on July 23, 2024, along with a copy of the Application.
- [3] On July 18, 2024 the Rental Office emailed an 18-page evidence package to the parties.
- [4] On July 23, 2024 the Landlord’s representative and the Tenant participated in a teleconference hearing before the Residential Tenancy Officer for determination of the Application.
- [5] The Application also included a claim for delivery of possession, which was addressed in Order LD24-236, with the tenancy ending on July 30, 2024.

BACKGROUND

- [6] The Landlord and the Tenant entered into a written, fixed term tenancy agreement for the period of February 1, 2024 to January 31, 2025. Rent in the amount of \$1,495.00 was due on the first day of the month. A security deposit of \$1,495.00 was paid on January 24, 2024.

SETTLEMENT

- [7] With regard to the rent owing matter, at the beginning of the July 23, 2024 hearing the parties reached an agreement on the rent owing amount and a payment schedule.
- [8] The parties agreed to update the Officer regarding any security deposit deductions other than rent after the Tenant’s July 30, 2024 move-out date.
- [9] On August 1, 2024 the parties confirmed their agreement that the full security deposit (including interest), in the amount of \$1,512.55, would be deducted solely from the total rent outstanding of \$3,781.77.
- [10] The parties agreed that the \$2,269.22 balance would be paid in the following installments on the following terms:

August 17, 2024:	\$500.00
August 21, 2024:	\$500.00
August 31, 2024:	\$335.00
September 14, 2024:	\$250.00
September 21, 2024:	\$500.00
September 28, 2024:	\$184.22

If the Tenant does not comply with the payment schedule, then full balance outstanding will immediately become due and payable.

- [11] The agreement of the parties is ordered below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will retain the Tenant’s entire security deposit, in the amount of \$1,512.55.
2. The Tenant will pay the Landlord the outstanding rent in installments by the following dates and in the following amounts:

August 17, 2024:	\$500.00
August 21, 2024:	\$500.00
August 31, 2024:	\$335.00
September 14, 2024:	\$250.00
September 21, 2024:	\$500.00
September 28, 2024:	\$184.22

3. If the Tenant does not comply with the payment schedule, above, then the full balance outstanding will immediately become due and payable.

DATED at Charlottetown, Prince Edward Island, this 2nd day of August, 2024.

(sgd.) Andrew Cudmore
Andrew Cudmore
Residential Tenancy Officer

NOTICE

Right to Appeal

The parties may seek to appeal this Order 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.