

**INTRODUCTION**

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On August 14, 2024, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (Form 2(B)) (the “Application”) with the Residential Tenancy Office (the “Rental Office”). The Application seeks to retain the Tenant’s security deposit for rent owing. The Landlord emailed the Application to the Tenant on the same date.
- [3] On September 11, 2024, a notice of teleconference hearing was emailed to the parties for a hearing scheduled for 11:00 am on October 1, 2024.
- [4] On September 24, 2024, the Rental Office telephoned the Tenant to confirm receipt of the notice of hearing. A voicemail was left for the Tenant with the details of the teleconference hearing.
- [5] On September 26, 2024, an evidence package was emailed to the parties.
- [6] On October 1, 2024, at 11:00 am, a teleconference hearing was held before the Residential Tenancy Officer. A Landlord representative (the “Representative”) called into the hearing but the Tenant did not join.
- [7] The Rental Office called and left another voicemail for the Tenant. The Tenant did not call into the hearing by 11:15 am and the hearing proceeded in the absence of the Tenant.

**ISSUE**

Is the Landlord entitled to retain the Tenant’s security deposit?

**SUMMARY OF EVIDENCE**

- [8] On August 23, 2022, the parties entered into a written fixed-term tenancy agreement for the Unit, for the period of September 15, 2022, to August 31, 2023. The tenancy agreement then continued on a month-to-month basis. Rent was \$1,350.00 due on the first day of the month. A security deposit of \$1,000.00 was paid around September 15, 2022. The Tenant vacated the Unit on July 31, 2024, and the tenancy ended.

**The Representative’s evidence is summarized as follows.**

- [9] The Tenant provided proper notice to end the tenancy on July 31, 2024, but she did not pay rent for July 2024. The Representative has attempted to phone, email, and text the Tenant but the Tenant has not responded regarding the outstanding rent.
- [10] The Tenant left behind belongings in the Unit which had to be disposed of by the Representative. The Representative had to hire a cleaner to prepare the Unit for the next tenant. The Representative is only seeking to retain the security deposit for partial rent owing. The security deposit does not cover the full amount of the rent owing or the cost for cleaning and garbage disposal.

**ANALYSIS**

- [11] The Landlord commenced the Application pursuant to the Act. The Landlord has the burden of proving its claim by the civil standard of proof, which is on a balance of probabilities. This means that a decision-maker must be satisfied there is sufficiently clear and convincing evidence to support the Landlord’s claim.
- [12] I find that the Landlord has provided sufficient evidence, to establish that the Landlord is entitled retain the security deposit (\$1,000.00) plus interest (\$42.34) for rent owing for July of 2024.

**CONCLUSION**

- [13] The Application allowed.
- [14] The Landlord will retain the security deposit plus interest in the amount of \$1,042.34.

**IT IS THEREFORE ORDERED THAT**

- I. The Landlord will retain the security deposit plus interest in the amount of \$1,042.34.

**DATED** at Charlottetown, Prince Edward Island, this 8th day of October, 2024.

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(sgd.) Mitchell King  
Mitchell 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.