

**INTRODUCTION**

[1] The Landlord seeks to retain the Tenant's security deposit and interest.

**DISPOSITION**

[2] I find that the Landlord will retain the Tenant's security deposit and interest, in the total amount of \$1,770.33.

**BACKGROUND**

[3] The Unit is an apartment located in a 29-unit apartment building (the "Residential Property").

[4] On May 1, 2024 the parties entered into a written, fixed-term tenancy agreement from May 1, 2024 to April 30, 2025. A \$1,750.00 security deposit was paid at the beginning of the tenancy. Rent was \$1,750.00 due on the first day of the month.

[5] There are two other cotenants named in the tenancy agreement. These two cotenants are the Tenant's family members and are not party to this decision.

[6] On July 4, 2024 the Landlord served the Tenant a *Form 4 (A) Eviction Notice* dated July 4, 2024 and effective July 24, 2024 for non-payment of rent (the "Notice").

[7] On July 16, 2024 the Landlord's representative (the "Representative") inspected the Unit and observed the Tenant had vacated the Unit.

[8] On July 17, 2024 the Representative filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking to retain the Tenant's security deposit and interest. The Representative emailed the Tenant the Application.

[9] On September 27, 2024 the Rental Office emailed the parties notice of a teleconference hearing scheduled for October 24, 2024, along with a copy of the Application.

[10] On October 21, 2024 the Rental Office emailed the parties an evidence package.

[11] On October 24, 2024 the Representative called into the teleconference hearing at the scheduled time. The Tenant did not call into the hearing at the scheduled time. I contacted the Tenant by telephone and received no answer. After waiting ten minutes the hearing proceeded in the Tenant's absence.

**ISSUE**

A. Is the Landlord permitted to retain the Tenant's security deposit and interest?

**ANALYSIS**

[12] For the reasons below, I find that the Landlord has established a valid claim. Therefore, the Landlord will retain the Tenant's security deposit and interest, in the total amount of \$1,770.33.

[13] The Representative stated that the Tenant commonly pays rent by direct deposit. However, on July 1, 2024 the Tenant did not pay rent for July 2024. The Landlord incurred a \$25.00 administrative fee and \$45.00 NSF fee because the Tenant did not pay rent.

[14] The Representative stated that she sent the Tenant numerous letters and emails regarding the non-payment of rent. The Representative stated that the Tenant ignored the letters and emails.

- [15] On July 4, 2024 the Representative served the Notice to the Tenant for non-payment of rent.
- [16] The Representative stated that she gave the Tenant 24-hour's notice that she was going to inspect the Unit on July 16, 2024. The Representative stated that she observed the Unit as vacant and the Tenant's personal belongings were removed from the Unit. The Representative stated that she did not know exactly when the Tenant vacated the Unit. The Unit was re-rented for September 1, 2024.
- [17] I have reviewed the undisputed evidence of the Landlord and I find that the Landlord has established a valid claim for non-payment of rent for July 2024. Therefore, the Landlord will retain the Tenant's security deposit and interest, in the total amount of \$1,770.33. The claim is allowed.
- [18] The Application is allowed.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will retain the Tenant's security deposit and interest, in the total amount of \$1,770.33.

**DATED** at Charlottetown, Prince Edward Island, this 7th day of November, 2024.

(sgd.) Cody Burke

Cody Burke  
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.