

INTRODUCTION

- [1] The Landlords seek to retain the security deposit and interest for rent owing for August 2024 and damages to the Unit.

DISPOSITION

- [2] I find that the Landlords have established their claim and may keep the security deposit and interest.

BACKGROUND

- [3] The Unit is one-half of an over-under duplex (the "Residential Property").
- [4] The Tenant moved into the Unit under a written, fixed-term tenancy agreement from April 1, 2024, to April 1, 2025. The rent for the Unit was \$1,500.00, due on the first day of the month, and a \$1,200.00 security deposit was paid at the beginning of the tenancy.
- [5] On July 24 and 28, 2024, the Landlords served the Tenant two eviction notices for disturbing others, illegal activity, and damaging the Unit.
- [6] On July 31, 2024, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Residential Tenancy Office (the "Rental Office") disputing the eviction notices and requesting compensation for personal property damaged by mold.
- [7] The Landlords served the Tenant a third eviction notice on August 2, 2024, for failing to pay rent for August 2024.
- [8] The Landlords regained possession of the Unit on August 20, 2024.
- [9] On August 31, 2024, the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking rent owing for August 2024, to retain the security deposit, and permission to dispose of the Tenant's abandoned personal property.
- [10] A teleconference hearing was scheduled for September 5, 2024. On September 4, 2024, the Tenant requested a postponement to a later date.
- [11] A re-scheduled teleconference hearing was scheduled for October 8, 2024. The Landlords called into the teleconference hearing but the Tenant did not. I called the Tenant, but her phone number was out of service. I sent an email to the Tenant and waited ten minutes. The Tenant did not call into the hearing or contact the Rental Office. The hearing to determine the Landlord Application continued in the Tenant's absence.
- [12] The Tenant Application was rescheduled to be heard on November 28, 2024. The Landlords called into the teleconference hearing, but the Tenant did not. I called the Tenant, left a voicemail, and waited fifteen minutes. The Tenant did not call into the hearing or contact the Rental Office. I find that the Tenant Application is abandoned.

ISSUE

- A. Can the Landlords keep the security deposit and interest?

ANALYSIS

- [13] The Landlords are seeking to retain the security deposit for rent owing for August 2024 and for repairing the Unit. They are not seeking compensation above the security deposit. For the reasons below, I find that the Landlords will keep the Tenant's security deposit and interest.
- [14] On July 23, 2024, the tenants living above the Unit told the Landlords that an overnight disturbance had occurred in the Unit. The Landlords attended the Unit that day and observed that it had been damaged. The Tenant told the Landlords that another individual had assaulted the Tenant, and that day, the Tenant started moving items out of the Unit.
- [15] On July 24 and July 28, 2024, the Landlords served the Tenant eviction notices for disturbing others, illegal activity, and damaging the Unit.
- [16] The Landlords stated that the Tenant did not pay rent for August 2024, and on August 2, 2024, they served the Tenant an eviction notice for failing to pay rent. On August 20, 2024, the Tenant told the Landlords she had moved out, removed the items she wanted from the Unit, and told them they could dispose of the rest. The Landlords regained possession of the Unit on August 20, 2024.
- [17] After the Tenant vacated, the Landlords had to hire a company to repair damages caused during the tenancy before they could re-rent the Unit. The Landlords stated it cost \$1,316.75 to repair the Unit, which was re-rented on September 2, 2024. Photographs of the Unit and a repair estimate were submitted as evidence.

CONCLUSION

- [18] The evidence establishes that the Tenant did not pay rent for the days in August 2024 that she occupied the Unit. The Tenant did not repair the damage to the Unit before vacating, as required under clause 28(4) of the Act.
- [19] I find that the Landlords have established that they will keep the security deposit (\$1,200.00) and interest (\$18.89) for rent owing and damages, totaling \$1,218.89.

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the security deposit and interest, totaling \$1,218.89.
2. The Tenant Application is abandoned.

DATED at Charlottetown, Prince Edward Island, this 13th of December, 2024.

(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.