

INTRODUCTION

[1] The Landlord seeks rent owing from the Tenant.

DISPOSITION

[2] I find that the Tenant owes rent to the Landlord in the amount of \$2,830.36.

[3] During the hearing the parties' fully settled all claims by the Landlord against the Tenant for damage, cleaning and disposal of the personal property remaining at the Unit by the Landlord keeping the Tenant's security deposit, including interest, in the amount of \$1,532.76.

BACKGROUND

[4] The Unit is a three-bedroom, one-bathroom single family dwelling that the Landlord has owned for about fifteen years.

[5] The Landlord, the Tenant and an additional tenant entered into a written, fixed-term tenancy agreement for the Unit for the period of April 1, 2024 to March 31, 2025. A security deposit of \$1,500.00 was paid around March 23, 2024. The additional tenant passed away during the tenancy. Rent in the amount of \$1,950.00 was due on the first day of the month.

[6] On January 19, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 19, 2025 (the "Notice") for non-payment of rent and an additional reason. I note that the effective date is automatically changed to February 8, 2025 under section 54 of the *Residential Tenancy Act* (or the "Act") to comply with the minimum 20-day notice period regarding non-payment of rent.

[7] On February 10, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession. The Tenant later moved out of the Unit and this claim was resolved.

[8] The Application also seeks rent owing, which is the subject of this decision.

[9] On February 19, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 4, 2025, along with a copy of the Application.

[10] On February 26, 2025 the Rental Office sent the parties a 27-page evidence package through Titan File.

[11] On February 27, 2025 the Tenant moved out of the Unit.

[12] On March 3, 2025 the Rental Office emailed an additional copy of the evidence package to the Tenant.

[13] On March 4, 2025 the Landlord and the Tenant participated in a teleconference hearing. The parties stated that they received the evidence package and stated that all documents submitted to the Rental Office regarding the Application were included. The Landlord provided additional text message evidence which the Landlord read at the hearing.

ANALYSIS**Security Deposit**

[14] At the hearing the parties made an agreement regarding the security deposit.

- [15] The parties agreed that the Landlord can dispose of the personal property that remains in the Unit. The parties agreed to fully settle all of the Landlord's claims against the Tenant for damage, cleaning and disposal of the personal property remaining in the Unit for the security deposit amount, including interest.
- [16] The parties agreed that there would not be a security deposit offset regarding unpaid rent.
- [17] Therefore, the Landlord will keep the Tenant's security deposit, in the amount of \$1,532.76, as full settlement for all of the Landlord's damage, cleaning and disposal claims against the Tenant.

Rent Owing

- [18] The parties stated that rent in the amount of \$950.00 remains unpaid for January 2025. The parties stated that there was no rent paid for February 1, 2025 onwards.
- [19] The Landlord stated that he received a message from the Tenant on Tuesday, February 25, 2025 stating that her moving truck was coming Thursday and she would clean the Unit on Friday.
- [20] On March 2, 2025 the Landlord attended the Unit. The Landlord text messaged the Tenant and confirmed that the Tenant had moved out of the Unit.
- [21] The Tenant stated that she moved out of the Unit on February 27, 2025.
- [22] Subsection 74(1) of the *Act* states:

A landlord is entitled to compensation for a former tenant's use and occupation of the rental unit after the tenancy has been terminated.

- [23] Based upon the evidence presented, I am not satisfied that the Tenant used and occupied the Unit after February 27, 2025. The Tenant stated that she moved out of the Unit on February 27, 2025, which is consistent with the Tenant's text message to the Landlord on February 25, 2025. Therefore, the Tenant owes pro-rated rent from February 1 to 27, 2025 in the amount of \$1,880.36 (27 days divided by 28 days multiplied by \$1,950.00).
- [24] The Tenant must pay the Landlord rent owing in the total amount of \$2,830.36 (\$950.00 plus \$1,880.36) by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord can dispose of the personal property left by the Tenant at the Unit.
2. The Landlord will keep the Tenant's security deposit, in the amount of \$1,532.76, as full settlement for all of the Landlord's damage, cleaning and disposal claims against the Tenant.
3. The Tenant will pay the Landlord rent in the amount of \$2,830.36 by May 5, 2025.

DATED at Charlottetown, Prince Edward Island, this 5th day of March, 2025.

(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.