

INTRODUCTION

- [1] The Landlord claims against the Tenant and a second person for rent and cleaning costs. The Landlord seeks to keep the Tenant's security deposit plus additional compensation.

DISPOSITION

- [2] I find that the Landlord and the Tenant have settled the claims on the terms stated below.

BACKGROUND

- [3] The Unit is a three-bedroom, two-bathroom single family dwelling that the Landlord has operated since January 20, 2022.
- [4] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement for the Unit from April 1, 2022 to March 31, 2023. At the end of the fixed-term the tenancy continued on a month-to-month basis. The Tenant paid a \$1,950.00 security deposit on March 2, 2022. The rent was originally \$1,950.00 and the rent increased to \$2,008.50 effective January 1, 2024.
- [5] On December 31, 2024 the tenancy ended.
- [6] On January 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 rent owing and cleaning costs. On January 17, 2025 the Landlord added an additional person to the Application.
- [7] On February 11, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 11, 2025.
- [8] On March 4, 2025 the Rental Office emailed the parties an evidence package.
- [9] On March 11, 2025 the Landlord's representative and the Tenant participated in a teleconference hearing.
- [10] I note that in this Order only the Tenant is considered a tenant of the Landlord because only the Tenant signed the copy of the tenancy agreement submitted into evidence.

SETTLEMENT

- [11] At the hearing the parties settled the Application on the following terms:
- The Landlord will keep the Tenant's security deposit, in the amount of \$2,051.97.
 - The Tenant will e-Transfer the Landlord \$411.93 by May 1, 2025.

- [12] The settlement is ordered below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, in the amount of \$2,051.97.
2. The Tenant will e-Transfer the Landlord \$411.93 by May 1, 2025.

DATED at Charlottetown, Prince Edward Island, this 11th 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.