

## INTRODUCTION

[1] The Landlord seeks a monetary order against the Tenant for rent owing, in the amount of \$3,100.00.

## DISPOSITION

[2] I find that the Landlord has established a rent owing claim, in the amount of \$3,100.00. The Landlord will keep the Tenant's security deposit, including interest in the amount of \$1,809.17. The Tenant will pay the Landlord the \$1,230.83 balance by the timeline below.

## BACKGROUND

[3] The Unit is a three-bedroom and two-bathroom townhouse.

[4] On November 28, 2024 the Tenant paid the Landlord a security deposit, which totals \$1,850.00.

[5] The parties entered into an oral, one year fixed-term tenancy agreement. Rent is \$1,950.00 due on the first day of the month.

[6] On December 1, 2024 the Tenant moved into the Unit.

[7] On March 12, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of March 22, 2025 (the "Notice") for non-payment of rent, in the amount of \$3,100.00.

[8] I note the effective date is automatically corrected to April 1, 2025, under section 54 of the *Residential Tenancy Act* (the "Act") to comply with the minimum notice period under subsection 60(1).

[9] On April 2, 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 Sheriff Services to put the Landlord in possession, which is the subject of Order LD25-144. The Application also seeks a monetary order for rent owing, which is the subject of this decision.

[10] On April 7, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 17, 2025 (the "Notice of Hearing"). The Landlord also taped a copy of the Notice of Hearing to the Unit's front door.

[11] On April 15, 2025 the Rental Office emailed the parties a 19-page evidence package.

[12] On April 17, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the Application. The Landlord confirmed receipt of the evidence package and confirmed all documents submitted to the Rental Office were included. The Tenant stated that she did not receive a copy of the evidence package. I emailed the Tenant a copy of the evidence package at the hearing. The Tenant confirmed receipt of the evidence package and confirmed all documents submitted to the Rental Office were included.

## ISSUE

A. Does the Tenant owe rent to the Landlord?

**ANALYSIS & FINDINGS**

- [13] The parties' evidence establishes that the Tenant owes \$3,100.00 in rental arrears. In Order LD25-144 the Tenant is required to vacate the Unit by 5:00 p.m. on April 30, 2025.
- [14] The Tenant agreed that the Landlord can keep the security deposit and interest to cover a portion of the rental arrears.
- [15] Under clause 85(1)(j) of the Act, I allow the Landlord to offset and keep the Tenant's security deposit, including interest, in the amount of \$1,869.17,<sup>1</sup> in partial satisfaction of the monetary award.
- [16] The Tenant must pay the Landlord \$1,230.83 by the timeline below.

**Tenancy Agreement Content**

- [17] On April 8, 2023 the *Residential Tenancy Act* replaced the former rental legislation. Landlords are now required to prepare written tenancy agreements containing the information specified in subsections 11(1) and (2), which states:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
  - (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
    - (a) *the provisions set out in Division 4;*
    - (b) *the correct legal names of the landlord and tenant;*
    - (c) *the address of the rental unit;*
    - (d) *the date the tenancy agreement is entered into;*
    - (e) *the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
    - (f) *the services and facilities included in the rent;*
    - (g) *the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
    - (h) *the name and contact information of any person the tenant is to contact for emergency repairs; and*
    - (i) *the agreed terms in respect of*
      - (i) *the date on which the tenancy starts,*
      - (ii) *if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
      - (iii) *if the tenancy is a fixed-term tenancy, the date on which the term ends,*
      - (iv) *the amount of rent payable for a specified period,*
      - (v) *the day on which the rent is due and the frequency of payment,*  
*and*
      - (vi) *the amount of any security deposit and the date the security deposit was or is required to be paid.*
- [18] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

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<sup>1</sup> Accrued Interest: \$19.17 (NOV 28/24 – APR 30/25)

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,869.17.
2. The Tenant will pay the Landlord the amount of \$1,230.83 by May 20, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 17th day of April, 2025.

(sgd.) Cody Burke

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**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.