

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlords applied to keep the Tenant's security deposit plus additional compensation for rent owing, which is a total claim of \$2,250.00.

DISPOSITION

- [3] The Landlords have established a rent owing claim in the amount of \$2,250.00.
- [4] The Landlords will keep the Tenant's entire security deposit of \$1,828.26, including interest. The Tenant must pay the Landlord additional compensation of \$421.74 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom suite located in a detached house that the Landlords have owned for eight or nine months.
- [6] The Landlords and the Tenant entered into a written, fixed-term tenancy agreement for the Unit from November 1, 2024 to April 30, 2025 (the "Tenancy Agreement"). The Landlords allowed the Tenant to move in early on October 27, 2024.
- [7] On October 27, 2024 the Tenant also paid the Landlords a security deposit of \$1,800.00. Rent in the amount of \$1,800.00 was due on the first day of the month.
- [8] On January 18, 2025 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* effective February 7, 2025 (the "Notice") for non-payment of rent.
- [9] On February 7, 2025 the Tenant vacated the Unit.
- [10] On February 24, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office claiming against the Tenant for rent owing. The Landlords amended their application on March 5, 2025 (the "Application").
- [11] On March 21, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 6, 2025, along with a copy of the Application.
- [12] On April 23, 2025 the Rental Office emailed the parties to advise that the hearing scheduled for May 6, 2025 was being adjourned to a later date.
- [13] On May 9, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for June 19, 2025, along with a copy of the Application.
- [14] On June 17, 2025 the Rental Office emailed the parties a 23-page evidence package.
- [15] On June 19, 2025 one of the Landlords (the "Landlord") participated in the teleconference hearing and the Tenant did not participate. I telephoned the Tenant and left a voicemail message with the teleconference instructions and the Rental Office's telephone number. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time.
- [16] The Landlord confirmed that the Landlords had received the evidence package and confirmed that all documents submitted to the Rental Office were included.

ISSUE

- A. Can the Landlords keep the Tenant's security deposit and must the Tenant pay the Landlords additional compensation for rent owing?

ANALYSIS AND CONCLUSION

- [17] The Landlords' evidence establishes that the Tenant did not pay January 2025 rent, in the amount of \$1,800.00 and 7 days of February 2025 rent, in the amount of \$450.00 (7 days divided by 28 days multiplied by \$1,800.00).
- [18] The Application is allowed. The Landlords will keep the Tenant's entire security deposit, including interest, in the amount of \$1,828.26.
- [19] The Tenant must pay the Landlords the rent balance owing of \$421.74 by the timeline below, calculated as follows:

Item	Amount
January 2025 rent	\$1,800.00
7 days of February 2025 rent	\$450.00
Security deposit	-\$1,800.00
Interest	-\$28.26
Balance	\$421.74

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$1,828.26.
2. The Tenant will pay the Landlords the amount of \$421.74 by August 21, 2025.

DATED at Charlottetown, Prince Edward Island, this 19th day of June, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.