

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 Landlord seeks an order against the Tenant for rent owing, in the amount of \$1,306.86.

DISPOSITION

- [3] I find that the Landlord has established a claim for rent owing in the amount of \$1,306.86.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$596.58. The Tenant will pay the Landlord the rent owing balance of \$710.28 by the timeline below.

BACKGROUND

- [5] The Unit is a studio apartment in a building with ten residential units and two commercial units.
- [6] The Tenant and a former owner of the building entered into a tenancy agreement for the Unit that commenced near the end of 2018. On October 18, 2018 the Tenant paid a \$550.00 security deposit.
- [7] In 2020 the Landlord purchased the building and the tenancy agreement continued. Rent in the amount of \$550.00 was due on the first day of the month. The parties later entered into a written tenancy agreement.
- [8] On May 1, 2024 the rent increased to \$566.50.
- [9] On May 8, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 31, 2025 for non-payment of rent.
- [10] On May 30, 2025 the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* (the "First Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which later resolved. The First Application also seeks rent owing.
- [11] On June 1, 2025 the rent increased to \$579.52.
- [12] On June 6, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 26, 2025, along with a copy of the First Application.
- [13] On June 9, 2025 the Tenant vacated the Unit.
- [14] On June 12, 2025 the Landlord filed a second *Form 2(B) Landlord Application to Determine Dispute* (the "Second Application") with the Rental Office seeking to keep the security deposit for rent owing.
- [15] On June 13, 2025 the Rental Office emailed the parties an updated notice of a teleconference hearing scheduled for June 26, 2025, along with copies of the First Application and the Second Application.
- [16] On June 20, 2025 the Rental Office emailed the parties a 40-page evidence package.
- [17] On June 26, 2025 the Landlord's representative (the "Representative") joined the teleconference hearing for determination of the First Application and the Second Application. I telephoned the Tenant and the Tenant did not answer. I emailed the Tenant an additional copy of the updated notice of hearing. The hearing proceeded in the Tenant's absence ten minutes after the scheduled

time. The Representative confirmed that all evidence submitted to the Rental Office regarding the Landlord's financial claims was included in the evidence package.

ISSUE

- A. Does the Tenant owe rent to the Landlord? Can the Landlord keep the Tenant's security deposit?

ANALYSIS AND CONCLUSION

- [18] The evidence establishes that the Tenant owes the Landlord rent for April (\$566.50), May (\$566.50) and part of June (\$173.86; 9 days divided by 30 days multiplied by \$579.52).
- [19] I note that the earliest effective date for the February 10, 2025 rent increase notice was June 1, 2025.
- [20] The total amount of rent owing is \$1,306.86.
- [21] The Landlord will keep the security deposit, including interest, in the amount of \$596.58, for rent owing. The Tenant must pay the Landlord the rent owing balance of \$710.28 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$596.58 for rent owing.
2. The Tenant must pay the Landlord the amount of \$710.28 by July 28, 2025.

DATED at Charlottetown, Prince Edward Island, this 26th 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.