

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 \$2,129.35.

DISPOSITION

- [3] I find that the Landlord has established a claim for rent owing in the amount of \$2,129.35.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$546.78. The Tenant will pay the Landlord the rent owing balance of \$1,582.57 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom apartment in an eight-unit building (the "Residential Property").
- [6] The Tenant and a former owner of the Residential Property entered into a written tenancy agreement that started around February 1, 2018 (the "Tenancy Agreement"). A security deposit of \$500.00 was paid. Rent of \$820.00 is due on the first day of the month.
- [7] In 2021 the Landlord purchased the Residential Property and the Tenancy Agreement continued.
- [8] On May 2, 2025, after 5:00 p.m., the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with an effective date of May 23, 2025 (the "Notice") for non-payment of rent, in the amount of \$1,230.00.
- [9] On May 26, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD25-233. The Application also seeks rent owing, which is determined in this decision.
- [10] On June 12, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 26, 2025.
- [11] On June 20, 2025 the Rental Office emailed the parties a 16-page evidence package.
- [12] On June 26, 2025 the Landlord's two representatives joined the teleconference hearing for determination of the 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.

ISSUE

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

ANALYSIS AND CONCLUSION

- [13] The evidence establishes that the Tenant owes the Landlord rent for April (\$410.00), May (\$820.00) and June (\$820.00) of 2025.
- [14] In Order LD25-233 the Tenancy Agreement is terminated effective July 3, 2025. The Tenant must also pay the Landlord rent for July 1 to 3, 2025 in the amount of \$79.35 (3 days divided by 31 days multiplied by \$820.00).

- [15] The total amount of rent owing is \$2,129.35.
- [16] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$546.78, for rent owing. The Tenant must pay the Landlord the rent owing balance of \$1,582.57 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 \$546.78 for rent owing.
2. The Tenant must pay the Landlord the amount of \$1,582.57 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.