

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord seeks an order against the Tenant for rent owing in the amount of \$3,031.36

DISPOSITION

- [3] I find that the Landlord has established a claim for rent owing in the amount of \$3,031.36.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$511.27. The Tenant will pay the Landlord the rent owing balance of \$2,520.09 by the timeline below.

BACKGROUND

- [5] The Unit is a three-bedroom, one-bathroom apartment in a twelve-unit building ("Residential Property").
- [6] The Tenant and a former owner of the Residential Property entered into a written tenancy agreement that started around April 1, 2006 ("Tenancy Agreement"). A security deposit of \$425.00 was paid. Rent of \$1,157.01 is due on the fourth day of the month.
- [7] In 2023 the Landlord purchased the Residential Property and the Tenancy Agreement continued.
- [8] On May 9, 2025 the Landlord's representative ("Representative") served the Tenant a *Form 4(A) Eviction Notice* with an effective date of May 31, 2025 ("First Notice") for non-payment of rent, in the amount of \$2,381.52.
- [9] On June 10, 2025 the Representative served the Tenant another *Form 4(A) Eviction Notice* with an effective date of July 1, 2025 ("Second Notice") for non-payment of rent, in the amount of \$2,471.52.
- [10] On June 18, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking vacant possession of the Unit and for Sheriff Services to put the Landlord in possession, which is determined in Order LD25-245. The Application also seeks rent owing, which is determined in this decision.
- [11] On June 25, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 8, 2025.
- [12] On July 3, 2025 the Rental Office emailed the parties a 65-page PDF evidence package.
- [13] On July 4, 2025 the Rental Office emailed the parties an update to the teleconference details. The Tenant responded to the Rental Office's email acknowledging the update.
- [14] On July 8, 2025 the Representative joined the teleconference hearing for determination of the Application. I emailed the Tenant the updated teleconference details, along with the Rental Office's telephone number. The Tenant's telephone number provided was not the Tenant's number. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time.
- [15] After the hearing concluded the Tenant contacted the Rental Office stating that he was waiting on the teleconference call. The Tenant stated that he could not find the email with the new teleconference call details and used the old teleconference details.

- [16] I note that the Tenant previously acknowledged the update to the teleconference details and that I emailed the Tenant again with the teleconference details prior to the start of the hearing.

ISSUE

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

ANALYSIS & CONCLUSION

- [17] The evidence establishes that the Tenant owes the Landlord rent for April (\$67.50), May (\$1,157.01), June (\$1,157.01), and two NSF fees (\$90.00).
- [18] In Order LD25-245, the Tenancy Agreement is terminated effective 5:00 p.m. on July 15, 2025. The Tenant must also pay the Landlord rent for July 1 to 15, 2025, in the amount of \$559.84 (15 days divided by 31 days multiplied by \$1,157.01).
- [19] The total amount of rent owing is \$3,031.36.
- [20] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$511.27 for rent owing. The Tenant must pay the Landlord the rent owing balance of \$2,520.09 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 \$511.27.
2. The Tenant must pay the Landlord the amount of \$2,520.09 by August 8, 2025.

DATED at Charlottetown, Prince Edward Island, this 8th day of July, 2025.

(sgd.) Cody Burke

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.