

INTRODUCTION

[1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").

[2] In Order LD25-251, the Landlord established that the Tenant owes rent in the amount of \$3,079.03.

DISPOSITION

[3] I find that the Landlord has established a claim for rent owing in the amount of \$3,079.03.

[4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,171.86

[5] The Tenant will pay the Landlord the rent owing balance of \$1,907.17 by the timeline below.

BACKGROUND

[6] The Unit is a motel room in a multi-unit building (the "Residential Property").

[7] On October 1, 2024, the parties entered into a written fixed-term tenancy agreement for the Unit, effective from October 1, 2024, to October 1, 2025. Rent of \$1,150.00 is due on the first day of each month, and a security deposit of \$1,150.00 was paid at the beginning of the tenancy.

[8] On May 9, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 29, 2025 (the "Notice") for non-payment of rent for May 2025 and for engaging in illegal activity on the property.

[9] The particulars of termination on the Notice stated:

"1. The tenant didn't pay rent for May 2025. 2. The tenant illegally kept a gun in [the Unit]. 3. The tenant stole the landlord's parcel. 4. The tenant was arrested regularly for beating his wife and other illegal activities."

[10] On June 12, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.

[11] On June 23, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 10, 2025.

[12] On July 4, 2025, the Rental Office shared a 14-page PDF and two videos (the "Evidence Package") with the parties via TitanFile, along with an updated Notice of Hearing. The Rental Office also spoke to the Tenant by telephone on this date, advising him that the Evidence Package had been shared with the parties and confirmed the teleconference details.

[13] On July 10, 2025, the Landlord's representative (the "Representative") called into the teleconference hearing. I telephoned the Tenant, but there was no answer; however, I was unable to leave a voicemail. I also emailed the Tenant with the hearing details. I was satisfied that the Tenant had been served with all documents. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time. The Representative confirmed receipt of the Evidence Package and that all evidence submitted to the Rental Office was included. The Tenant submitted no documents or evidence.

ISSUE

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

ANALYSIS AND CONCLUSION

- [14] In Order LD25-251, the Landlord established that the Tenant owes the Landlord rent for May and June 2025, totalling \$2,300.00.
- [15] The tenancy agreement is terminated effective July 21, 2025. The Tenant must also pay the Landlord rent for July 1 to 21, 2025, in the amount of \$779.03 (21 days divided by 31 days multiplied by \$1,150.00).
- [16] The total amount of rent owing is \$3,079.03.
- [17] I find that the Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,171.86, for rent owing.
- [18] I find that the Tenant must pay the Landlord the rent owing balance of \$1,907.17 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 \$1,171.86 for rent owing.
2. The Tenant must pay the Landlord the amount of \$1,907.17 by August 14, 2025.

DATED at Charlottetown, Prince Edward Island, this 14th day of July, 2025

(sgd.) Mitch King

Mitch King
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.