

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 \$2,127.84.

DISPOSITION

- [3] I find that the Landlord has established a claim for rent owing, in the amount of \$2,059.20.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,055.21. The Tenant will pay the Landlord the rent owing balance of \$1,003.99 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom apartment in a 9-unit building.
- [6] On September 1, 2023 the parties signed a *Form 1 Standard Form of Rental Agreement*, monthly rental agreement. A security deposit of \$1,010.00 was paid. Rent in the amount of \$1,063.92 is due on the first day of the month.
- [7] On June 2, 2025 the Landlord's representative ("Representative") served the Tenant with an earlier version of the *Form 4(A) Eviction Notice* with an effective date of June 25, 2025 ("Notice") for non-payment of rent.
- [8] On June 30, 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 LD25-265. The Application also seeks rent owing, which is determined in this decision.
- [9] On July 9, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 22, 2025, along with a copy of the Application.
- [10] On July 18, 2025 the Rental Office emailed the parties a 13-page PDF evidence package.
- [11] On July 22, 2025 the Representative and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted was included.

ISSUE

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

ANALYSIS & FINDINGS

- [12] The evidence establishes that the Tenant owes the Landlord rent for June 2025 and pro-rated rent for July 2025.
- [13] In Order LD25-265, the tenancy is terminated effective 5:00 p.m. on July 29, 2025. The Tenant must pay the Landlord rent for July 1 to 29, 2025, in the amount of \$995.28 (29 days divided by 31 days multiplied by \$1,063.92).
- [14] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,055.21 for rent owing. The Tenant must pay the Landlord the rent owing balance of \$1,003.99 by the timeline below.

Tenancy Agreement Form

- [15] I note that the Landlord used an expired form for the written tenancy agreement. The current standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

Standard Form Eviction Notice

- [16] The Notice is an earlier version of the Rental Office's standard *Form 4(A) Eviction Notice*. The current standard form eviction notice is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,055.21.
2. The Tenant must pay the Landlord the amount of \$1,003.99 by August 22, 2025.

DATED at Charlottetown, Prince Edward Island, this 22nd 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.