

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 claims against the Tenant for rent owing, in the amount of \$875.00.

DISPOSITION

- [3] The Landlord has established a claim against the Tenant for April 2025 rent owing, in the amount of \$815.57.

BACKGROUND

- [4] The Unit is an apartment in an 8-unit building that the Landlord owns.
- [5] The parties entered into a written, fixed-term tenancy agreement for the Unit for the period of October 1, 2023, to September 30, 2024. The parties renewed the fixed-term tenancy agreement for the period of October 1, 2024, to September 30, 2025. Rent of \$1,695.00 was due on the first day of the month. A security deposit of \$1,500.00 was paid on August 25, 2023.
- [6] The Tenant moved out of the Unit on May 1, 2025, and the tenancy ended by mutual agreement.
- [7] On May 5, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking rent owing for April 2025.
- [8] On June 9, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for August 7, 2025.
- [9] On August 4, 2025, the Rental Office emailed a 24-page PDF evidence package to the parties.
- [10] On August 7, 2025, the Landlord’s representative (the “Representative”) and the Tenant participated in a teleconference hearing. The parties stated that they received a copy of the evidence package and that all documents they submitted to the Rental Office were included.

ISSUE

- A. Does the Tenant owe the Landlord rent?

ANALYSIS

- [11] The Representative’s evidence is as follows.
- [12] The Tenant contacted the Representative on April 25, 2025, and gave the Landlord five days’ notice that she was moving out. The Tenant moved out of the Unit on May 1, 2025, and the tenancy ended by mutual agreement.
- [13] During the tenancy, the Tenant backed into the garage door twice, causing \$700.00 in damages. The Tenant agreed to use \$700.00 of the security deposit towards the damages. The Tenant also agreed to use the remaining \$800.00 of the security deposit towards April 2025’s rent.
- [14] After the deductions from the security deposit, the Tenant still owes the Landlord \$875.00 for April’s rent. The Representative submitted into evidence a *Form 5 – Landlord Condition Inspection Report*, dated May 1, 2025, in which the Tenant agreed in writing to the deductions from the security deposit for the damages and rent owing.

[15] The Tenant stated that she agreed to the deductions from the security deposit for the damages and rent owing for April 2025. The Tenant agreed that she still owes \$875.00 for rent for April 2025; however, she needs some additional time to pay the rent owing due to financial challenges that she is facing.

CONCLUSION

[16] I find that the Landlord has established that the Tenant owes the Landlord \$875.00 in outstanding rent for April 2025.

[17] The interest on the security deposit is calculated as \$59.43 (August 25, 2023, to May 1, 2025).

[18] The amounts are offset, and the Tenant shall pay the Landlord \$815.57 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$815.57 by September 9, 2025.

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