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 rent owing from the Tenant in the amount of $3,309.68.

DISPOSITION

[3] I find that the Landlord has established a claim for rent owing in the amount of $3,309.68.

[4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of $1,809.74.

[5] The Tenant will pay the Landlord the rent owing balance of $1,499.94 by the timeline below.

BACKGROUND

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

[7] The Landlord and the Tenant entered into an oral month-to-month tenancy agreement for the Unit, beginning May 13, 2025. A security deposit of $1,800.00 was paid on June 1, 2025. Rent of $1,800.00 is due on the first day of each month.

[8] On July 10, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of July 30, 2025 (the "Notice") for non-payment of rent of $1,800.00 for July 2025.

[9] On July 23, 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 LD25-309. The Application also seeks to keep the security deposit and rent owing, which is determined in this Order.

[10] On August 1, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 13, 2025.

[11] On August 7, 2025, the Rental Office emailed a 59-page PDF evidence package to the parties.

[12] On August 13, 2025, the Landlord's representative (the "Representative") called into the teleconference hearing. The Tenant messaged the Rental Office prior to the hearing stating that he would not be participating in the hearing. The Representative confirmed receipt of the evidence package and stated that all evidence the Landlord submitted to the Rental Office was included.

ISSUE

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

ANALYSIS AND CONCLUSION

[13] In Order LD25-309, the Landlord established that the Tenant owes the Landlord $1,800.00 in rent for July 2025. The Tenant did not pay rent for August 2025.

[14] The tenancy agreement is terminated effective August 26, 2025. The Tenant must also pay the Landlord rent for August 1 to 26, 2025, in the amount of $1,509.68 (26 days divided by 31 days multiplied by $1,800.00).

[15] The total amount of rent owing is $3,309.68.

[16] I find that the Landlord will keep the Tenant's security deposit, including interest, of $1,809.74 for rent owing.

[17] I find that the Tenant must pay the Landlord the rent owing balance of $1,499.94 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, of $1,809.74 for rent owing.

2. The Tenant must pay the Landlord the amount of $1,499.94 by September 19, 2025.

DATED at Charlottetown, Prince Edward Island, this 19th 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.