

**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 to keep the Tenant's \$1,000.00 security deposit and interest.

**DISPOSITION**

[3] I find that the Landlord will keep the Tenant's \$1,000.00 security deposit and interest.

**BACKGROUND**

[4] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement for the Unit (the "Tenancy Agreement"). The Tenant paid a security deposit of \$1,000.00. Rent in the amount of \$1,750.00 was due on the first day of the month.

[5] On June 2, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the security deposit.

[6] On June 25, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 19, 2025, along with a copy of the Application.

[7] On August 11, 2025 the Rental Office emailed the parties a 16-page evidence package, which included an updated notice of hearing.

[8] On August 19, 2025 I joined the teleconference hearing at the scheduled time. The Landlord and the Tenant did not join the teleconference. I waited fifteen minutes and then ended the teleconference. The hearing was converted to a paper-based hearing.

[9] On August 19, 2025 the Rental Office emailed the parties notice of a paper-based hearing with a submission deadline of August 22, 2025. The Landlord submitted a completed Certificate Respecting Evidence.

**ISSUE**

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

**ANALYSIS**

[10] The Landlord's undisputed evidence establishes that the Tenant is responsible for rent owing exceeding the \$1,000.00 security deposit and interest. The Landlord will keep the Tenant's \$1,000.00 security deposit and interest.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenant's \$1,000.00 security deposit and interest.

**DATED** at Charlottetown, Prince Edward Island, this 22nd day of August, 2025.(sgd.) Andrew Cudmore

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Andrew Cudmore  
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.