

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Landlords seek an order against the Tenants for rent owing, which amounts to \$3,099.60.

DISPOSITION

- [3] I find that the Landlords have established a claim for rent owing, in the amount of \$3,099.60.
- [4] The Landlords will keep the Tenants’ security deposit, including interest, in the amount of \$1,106.20. The Tenants will pay the Landlord the remaining balance of \$1,993.40 by the timeline below.

BACKGROUND

- [5] The Unit is a one-bedroom, one-bathroom rental unit in a triplex (“Residential Property”) owned by the Landlords.
- [6] On April 28, 2025 the parties entered into a written, fixed-term tenancy agreement from May 1, 2025 to April 30, 2026 (“Tenancy Agreement”). Rent in the amount of \$1,476.00 is due on the first day of the month. A security deposit of \$1,476.00 was required and partially paid in three payments.
- [7] On April 28, 2025 the Tenants paid \$750.00 towards the security deposit. On May 3, 2025 the Tenants paid \$24.00 towards the security deposit. On June 3, 2025 the Tenants paid \$324.00 towards the security deposit. No further payments were made. The Landlords hold a \$1,098.00 security deposit.
- [8] On July 2, 2025 the Landlords served the Tenants with a *Form 4(A) Eviction Notice* with a vacate date of July 22, 2025 (“Notice”) for non-payment of rent and other reasons.
- [9] I note that there are two previous eviction notices that were served to the Tenants. Both are not necessary for analysis in this decision.
- [10] On July 29, 2025 the Landlords 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 Landlords in possession, which is determined in Order LD25-319. The particulars of the Application also address rent owing, which is determined in this decision.
- [11] On August 13, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for August 26, 2025.
- [12] On August 20, 2025 the Rental Office telephoned the Tenants regarding the teleconference hearing details. The Tenants verified an accurate email and were permitted an extension to submit evidence.
- [13] On August 21, 2025 the Rental Office emailed the parties a 33-page evidence package. The Tenants did not submit any evidence.
- [14] On August 26, 2025 I emailed the parties a copy of the 33-page evidence package.
- [15] On August 26, 2025 the Landlords and the Tenants joined the teleconference hearing for determination of the Application. The Landlords confirmed that all evidence submitted was included in the evidence package.

- [16] The Tenants stated that they did not review the evidence package because they do not have internet or data on their cellphones. The hearing proceeded. The Tenants were permitted until the following morning to submit a written response to the evidence package and evidence post-hearing.
- [17] The Tenants did not submit a written response or evidence post-hearing to the Rental Office.

ISSUE

- A. Do the Tenants owe rent to the Landlords? Can the Landlords keep the Tenants' security deposit?

ANALYSIS

- [18] The evidence establishes that the Tenants owe the Landlords rent for July and August 2025.
- [19] In Order LD25-319, the tenancy is terminated effective 5:00 p.m. on September 3, 2025. The Tenants must pay the Landlords rent for July and August 2025, in the amount of \$2,952.00. The Tenants will also pay the Landlords three (3) days pro-rated rent for September 2025, in the amount of \$147.60 (3 days divided by 30 days multiplied by \$1,476.00).
- [20] The Landlords total claim is \$3,099.60.
- [21] The Landlords will keep the Tenants' security deposit, including interest, in the amount of \$1,106.20 for rent owing. The Tenants must pay the Landlord the remaining balance of \$1,993.40 by the timeline below.
- [22] The interest calculated on the security deposit is as followed:

APR 28 – MAY 2: \$750.00 paid + \$0.21 interest = \$750.21;
MAY 3 – JUN 2: \$750.21 + \$24.00 payment = \$774.21 + \$1.59 interest = \$775.80;
JUN 3 – AUG 27: \$775.80 + \$324.00 payment = \$1,099.80 + \$6.40 interest = **\$1,106.20.**

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenants' security deposit, including interest, in the amount of \$1,106.20.
2. The Tenants must pay the Landlords rent owing in the amount of \$1,993.40 by October 1, 2025.

DATED at Charlottetown, Prince Edward Island, this 27th day of August, 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.