

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 an order against the Tenant for rent owing in the amount of \$2,168.00.

DISPOSITION

- [3] I find that the Landlord has established a claim for rent owing in the amount of \$2,003.83.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,087.88. The Tenant will pay the Landlord the rent owing balance of \$915.95 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom unit in an 18-unit building (the "Residential Property").
- [6] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from January 1, 2025 to December 31, 2025 (the "Tenancy Agreement"). A security deposit of \$1,068.00 was paid on December 20, 2024. Rent in the amount of \$1,093.00 is due on the first day of the month.
- [7] On August 5, 2025 the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of September 5, 2025 (the "Behaviour Notice") for disturbing others. I note that the correct effective date was September 30, 2025 to comply with the minimum notice period in subsection 61(3) of the *Act*. The effective date is automatically changed under section 54.
- [8] On August 19, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office disputing the Behaviour Notice, which is the subject of Order LD25-348.
- [9] On August 27, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for September 11, 2025, along with a copy of the Tenant Application.
- [10] On September 2, 2025 the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with an effective date of September 22, 2025 (the "Rent Notice") for non-payment of rent in the amount of \$2,168.00.
- [11] On September 5, 2025 the Rental Office emailed the parties a 55-page evidence package.
- [12] On September 10, 2025 the Rental Office sent the parties notice of a teleconference hearing rescheduled for September 18, 2025 to permit the Behaviour Notice and the rent matter to be determined together. The parties were requested to submit evidence regarding the Rent Notice.
- [13] On September 15, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord 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 LD25-348. The Landlord Application also seeks rent owing and retention of the security deposit, which is determined in this decision.
- [14] On September 16, 2025 the Rental Office emailed the parties a 14-page supplementary evidence package.
- [15] On September 18, 2025 the Landlord's representatives joined the teleconference hearing. I telephoned the Tenant and left a voicemail message with the teleconference information and the Rental Office's general number. The hearing proceeded in the Tenant's absence ten minutes after

the scheduled time. The Landlord confirmed receipt of the evidence packages and confirmed that all evidence that the Landlord submitted to the Rental Office was included.

ISSUE

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

ANALYSIS

- [16] The evidence establishes that the Tenant owes the Landlord rent for August 2025, in the amount of \$1,093.00.
- [17] In Order LD25-348 the Tenancy Agreement is terminated effective September 25, 2025. The Tenant must also pay the Landlord rent for September 1 to 25, 2025 in the amount of \$910.83 (25 days divided by 30 days multiplied by \$1,093.00).
- [18] The total amount of rent owing is \$2,003.83.
- [19] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,087.88, for rent owing. The Tenant must pay the Landlord the rent owing balance of \$915.95 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,087.88 for rent owing.
2. The Tenant must pay the Landlord the amount of \$915.95 by October 20, 2025.

DATED at Charlottetown, Prince Edward Island, this 18th day of September, 2025.

(sgd.) Andrew Cudmore

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.