

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks an Order to keep the Tenant's security deposit, including interest, for pro-rated rent owing, in the amount of \$1,242.55.

DISPOSITION

- [3] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,242.55 for pro-rated June 2025 rent.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom unit in a thirty-unit building (the "Residential Property").
- [5] On May 1, 2024 the Tenant paid a \$1,198.00 security deposit to the Landlord.
- [6] On May 21, 2024 the Tenant, a co-tenant and the Landlord signed a written, fixed-term *Form 1 Standard Form of Tenancy Agreement* for the period of July 1, 2024 to June 30, 2025 (the "Tenancy Agreement"). Rent in the amount of \$1,745.00 was due on the first day of the month.
- [7] In January or February 2025 the co-tenant vacated the Unit.
- [8] On May 30, 2025 the Tenant informed the Landlord's representative (the "Representative") that she was unable to pay June 2025's rent and requested an eviction notice.
- [9] On June 5, 2025 the Representative served the Tenant with a *Form 4(A) Eviction Notice* effective June 25, 2025 (the "Notice") for non-payment of rent.
- [10] The Tenant vacated the Unit on June 25, 2025.
- [11] On July 8, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenant's security deposit and additional compensation for rent owing.
- [12] On August 6, 2025 the Landlord amended the Application to include the co-tenant.
- [13] On October 15, 2025 the Rental Office emailed the parties and the co-tenant notice of a telephone hearing scheduled for November 18, 2025.
- [14] On November 4, 2025 the Rental Office emailed the parties a forty-nine-page evidence package.
- [15] On November 18, 2025 the Representative, another representative and the Tenant joined the telephone hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.
- [16] The co-tenant did not communicate with the Rental Office, submit any evidence or participate in the hearing. Despite what was stated to the Rental Office in the Director's evidence, the parties agreed that the Tenant paid the security deposit directly to the Landlord.
- [17] I amend the Application under clause 80(3)(f) of the *Act*, and remove the co-tenant from the Application.

ISSUE

- A. Does the Tenant owe rent to the Landlord?

AGREEMENT OF FACTS & CONCLUSION

- [18] The parties agreed that the Landlord will keep the Tenant's security deposit plus interest to offset the pro-rated rent for June 2025.
- [19] The Landlord will not seek the additional compensation and the Tenant does not want any nominal amount of the security deposit plus interest returned.
- [20] The Landlord will keep the Tenant's security deposit, including interest in the amount of \$1,242.55 (\$1,198.00 + \$44.55 (interest from MAY 1 '24 – NOV 19 '25)).

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest in the amount of \$1,242.55.

DATED at Charlottetown, Prince Edward Island, this 19th day of November, 2025.

(sgd.) Cody Burke

Cody Burke
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order may 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.