

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 for a total claim of \$1,715.00.

DISPOSITION

- [3] I find that the Landlord has established a rent owing claim of \$1,715.00.
- [4] The Tenant has a credit of \$12.84 for security deposit interest.
- [5] The Tenant will pay the Landlord the balance of \$1,702.16 by the timeline below.

BACKGROUND

- [6] The Unit is an apartment in a multi-unit building owned by the Landlord.
- [7] On November 1, 2024, the parties entered into a written fixed-term tenancy agreement for the Unit from November 1, 2024, to April 30, 2025. Rent of \$1,200.00 was due on the first day of the month. A security deposit of \$1,200.00 was paid in four installments in November and December 2024.
- [8] On April 30, 2025, the Tenant moved out of the Unit, and the tenancy ended by mutual agreement.
- [9] On August 29, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking rent owing of \$1,715.00 (the “Application”).
- [10] On October 23, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for November 25, 2025.
- [11] On November 13, 2025, the Rental Office sent the parties a 15-page evidence package.
- [12] On November 25, 2025, the Landlord’s representative (the “Representative”) participated in a teleconference hearing. I called the Tenant and left a voicemail. I also emailed the Tenant a copy of the notice of hearing. I waited ten minutes, and the hearing proceeded in the Tenant’s absence. The Representative confirmed that all the evidence submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Does the Tenant owe the Landlord rent?

ANALYSIS

- [13] The Representative stated that when the Tenant moved out of the Unit on April 30, 2025, she owed the Landlord \$2,915.00 in rent from February (\$515.00), March (\$1,200.00), and April 2025 (\$1,200.00). A rent ledger was submitted as evidence.
- [14] The Representative stated that on April 21, 2025, the Tenant agreed to use the security deposit for a portion of the rent owed. The Representative stated that the Tenant still owes the Landlord \$1,715.00 in rent after the security deposit is deducted. Messages between the parties were submitted as evidence.
- [15] I find that the Representative has provided sufficient evidence to establish that the Tenant owes the Landlord \$1,715.00 in rent.

[16] I find that the security deposit interest is \$12.84, which accrued to the date the Tenant agreed to apply the security deposit towards the rent owing (April 21, 2025). My calculations are as follows:

Security Deposit	Interest
\$500.00 (Oct. 25/24 – Nov. 3/24)	\$0.28
\$750.00 (Nov. 4/24 – Nov. 17/24)	\$0.60
\$850.00 (Nov. 18/24 – Dec. 4/24)	\$0.84
\$1,200.00 (Dec. 5/24 – Apr. 21/25)	\$11.12
Total	\$12.84

[17] I find that the Tenant will pay the Landlord the balance of \$1,702.16 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$1,702.16 by January 2, 2026.

DATED at Charlottetown, Prince Edward Island, this 2nd day of December, 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.