

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 Tenants for additional compensation.

DISPOSITION

- [3] The parties have settled the dispute on the terms stated below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-and-a-half-bathroom rental unit.
- [5] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from December 1, 2023 to November 30, 2024 that continued on a monthly basis. A security deposit of \$1,495.00 was paid on January 2, 2024. At the beginning of the tenancy, rent in the amount of \$1,495.00 was due on the first day of the month.
- [6] On October 31, 2025 the Tenants notified the Landlord that they would vacate the Unit by November 30, 2025.
- [7] On November 24, 2025 the parties agreed that the Landlord would keep the Tenants' security deposit as a credit against rent owing.
- [8] On December 9, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking additional compensation.
- [9] On March 10, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for April 21, 2026. The matter was later rescheduled to May 14, 2026.
- [10] On April 13, 2026 the Rental Office sent the parties a 107-page PDF evidence package.
- [11] On April 29, 2026 the Rental Office issued to the parties a 19-page PDF and one video recording supplementary evidence package and a rescheduled notice of hearing.
- [12] On May 14, 2026 the parties participated in a Rental Office tele-hearing.

SETTLEMENT

- [13] At the tele-hearing the parties settled the Application on the following terms:
- The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,562.22.
 - The Tenants must pay the Landlord additional compensation in the amount of \$1,650.00 by July 31, 2026.
 - The parties will not file any further applications with the Rental Office regarding the Tenants' tenancy at the Unit.
- [14] The agreed upon terms are ordered below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,562.22.
2. The Tenants must pay the Landlord additional compensation in the amount of \$1,650.00 by July 31, 2026.
3. The parties will not file any further applications with the Rental Office regarding the Tenants' tenancy at the Unit.

DATED at Charlottetown, Prince Edward Island, this 19th day of May, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
Residential Tenancy Officer

NOTICE

Right to Appeal

A party may seek to appeal this Order 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.