

## INTRODUCTION

- [1] This decision addresses an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks an order to keep the Tenant's security deposit for rent owing, in the amount of \$675.00.
- [3] The security deposit plus accrued interest totals \$681.61.

## BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment located in an 18-unit building owned by the Landlord since 2020.
- [5] On October 1, 2025, the parties and another tenant entered into a written, fixed-term tenancy agreement with an end date of July 31, 2026. Rent in the amount of \$1,350.00 was due on the first day of the month.
- [6] On or around October 15, 2025, the Tenant paid their half of the \$1,350.00 security deposit, to the Landlord in the amount of \$675.00.
- [7] On February 2, 2026, the Landlord's representative (the "Representative") served the Tenant with a *Form 4(A) Eviction Notice* for non-payment of rent (the "Notice") with a vacate date of February 22, 2026.
- [8] The Tenant vacated the Unit sometime before the vacate date in the Notice.
- [9] On February 28, 2026, the other tenant vacated the Unit and the Representative returned their share of the security deposit.
- [10] On February 23, 2026 at 5:38 p.m., the Representative e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking to keep the Tenant's security deposit for rent owing. The Application was considered filed on Monday, February 24, 2026.
- [11] On May 1, 2026, the Rental Office provided the parties notice of a tele-hearing scheduled for June 2, 2026.
- [12] On May 20, 2026, the Rental Office provided the parties a 32-page PDF evidence package.
- [13] On June 2, 2026, the Representative participated in the tele-hearing. The Tenant did not join the tele-hearing at the scheduled time. I telephoned the Tenant but did not receive a response. The hearing proceeded in the Tenant's absence ten-minutes after the scheduled time. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Tenant did not submit any evidence.

## DISPOSITION

- [14] The Landlord's claim is established, in the total amount of \$681.61. The Landlord will keep the Tenants' security deposit to setoff its claim.

## ISSUE

- A. Has the Landlord established, on a balance of probabilities, a claim for rent owing?

## ANALYSIS & FINDINGS

- [15] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the Landlord has the onus to prove its claim on the civil standard of a balance of probabilities.
- [16] The Landlord is seeking to keep the Tenant's security deposit for February 2026's rent, in the amount of \$675.00.
- [17] The evidence establishes that the Tenant owed \$675.00 to the Landlord for February 2026's rent. The Tenant did not pay February 2026's rent by February 1, 2026. On February 2, 2026, the Representative served the Tenant with the Notice for unpaid rent.
- [18] The evidence establishes that the Tenant vacated the Unit sometime before the vacate date in the Notice. The Tenant left behind some garbage and miscellaneous items, which the Landlord has stored for the Tenant.
- [19] I find that the Landlord's undisputed evidence establishes that the Tenant vacated the Unit owing February 2026's rent, in the amount of \$675.00.
- [20] I further find that the Landlord may keep the accrued interest on the security deposit, in the amount of \$6.61 to offset some of the storage costs related to storing the Tenant's items and garbage.
- [21] The Application is allowed. The Landlord will keep the Tenant's security deposit plus interest, in the total amount of \$681.61

### Tenancy Agreement

- [22] I note that for all tenancy agreements commencing on or after April 8, 2023, landlords are **required** to prepare written tenancy agreements in accordance with sections 10 and 11 of the *Act*.
- [23] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements, such as the rent and services included in the previous tenancy for the rental unit.

### Move in and Move out Inspection Reports

- [24] Further, I note that all tenancy agreements commencing on or after April 8, 2023 are **required** to complete a move-in and move-out inspection report (see clauses 18(3) and 38(3) of the *Act*).
- [25] The *Form 5 – Landlord Condition Inspection Report* is available on the Rental Office's website. The Landlord must ensure that they comply with the *Act* for all tenancies.

## IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, plus interest totalling \$681.61.

**DATED** at Charlottetown, Prince Edward Island, this 4th day of June, 2026.

(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.