

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 that the Tenant pay the outstanding rent and security deposit.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom apartment in a 24-unit building (the "Residential Property") owned by the Landlord.
- [4] The Tenant previously occupied the Unit with a former tenant.
- [5] On February 1, 2026, the Tenant was approved to occupy the Unit under his own tenancy. However, the Tenant did not provide the necessary documents requested by the Landlord, and did not sign the tenancy agreement. Rent is \$1,339.17 due on the first day of the month. A \$1,339.17 security deposit was required but not paid.
- [6] On March 11, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of March 31, 2026 for non-payment of rent, in the amount of \$2,678.34 and failure to comply with a material term of the tenancy agreement (the "Notice").
- [7] On May 22, 2026, the Landlord e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit, which is determined in Order LD26-200. The Application also seeks a monetary order for rent owing, and the security deposit, which is determined in this decision.
- [8] On June 1, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for June 18, 2026.
- [9] On June 10, 2026, the Rental Office e-mailed the parties a 17-page PDF evidence package.
- [10] On June 18, 2026, the Landlord's representative (the "Representative") participated in the tele-hearing. The Tenant did not join the tele-hearing at the scheduled time. I telephoned and e-mailed the Tenant but received no response. The hearing proceeded ten minutes after the scheduled time in the Tenant's absence.

DISPOSITION

- [11] The Tenant must pay the Landlord \$6,651.21 by the timeline below.

ISSUE

- A. Does the Tenant owe the Landlord rent and the security deposit?

ANALYSIS & FINDINGS

- [12] In Order LD26-200, I found that the tenancy ends on June 29, 2026 due to non-payment of rent.
- [13] I find that the Tenant owes the Landlord rent, in the total amount of \$6,651.21, calculated as follows:
- February 2026 to May 2026 ($\$1,339.17 \times 4 \text{ months}$) = \$5,356.68 & pro-rated June 2026 (29 days / 30 days \times \$1,339.17) = \$1,294.53.
 - Total: $\$5,356.68 + \$1,294.53 = \$6,651.21$.

[14] The Landlord is also seeking payment of the security deposit. However, a security deposit may only be collected at the beginning of a tenancy (see clause 15(a)). In this case, the Tenant did not pay the Landlord the security deposit. As a result, I cannot order the Tenant pay a security deposit to offset any money owed to the Landlord.

[15] The Application is allowed in part.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$6,651.21 by August 24, 2026.

DATED at Charlottetown, Prince Edward Island, this 22nd 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.