

## INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks to keep the security deposit plus interest for rent owing.

## DISPOSITION

- [3] The Landlord will keep the security deposit plus interest of \$345.83.

## BACKGROUND

- [4] The Unit is an apartment in a multi-unit building owned by the Landlord.
- [5] On November 3, 2025, the Landlord, the Tenant, and another tenant ("B.G.") entered into a written monthly tenancy agreement for the Unit. Rent of \$1,700.00 was due on the first day of the month. A \$1,000.00 security deposit was required, but only \$340.00 was paid on November 3, 2025.
- [6] Sometime in December 2025, the Tenant notified the Landlord that B.G. had moved out of the Unit. The Landlord stated he ended B.G.'s tenancy at that time, and B.G. is not a party to this matter.
- [7] On April 27, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 17, 2026 (the "Notice") for non-payment of rent of \$5,400.00 and non-payment of the full amount of the security deposit. The particulars of termination state:
- "660 is still owing for security deposit, no rent was paid in Jan, Feb, or April 1400 was paid in March."*
- [8] On May 18, 2026, the Landlord emailed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") to the Rental Office seeking rent owing and vacant possession of the Unit. A copy of the Application was served to the Tenant electronically.
- [9] On May 26, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for June 9, 2026.
- [10] On May 30, 2026, the Landlord attended the Unit and determined that the Tenant had vacated.
- [11] On June 3, 2026, the Rental Office emailed the parties a 30-page PDF evidence package.
- [12] On June 5, 2026, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Amended Application") with the Rental Office seeking rent owing and to keep the security deposit. A copy of the Amended Application was served to the Tenant electronically.
- [13] On June 5, 2026, the Landlord emailed additional evidence to the Rental Office and the Tenant.
- [14] On June 9, 2026, the Landlord participated in the tele-hearing. I telephoned the Tenant twice, left a voicemail, and emailed the Tenant an additional copy of the tele-hearing notice. The Tenant did not participate in the hearing, and the hearing proceeded 10 minutes after the scheduled time.
- [15] The Landlord confirmed receipt of the evidence package and stated that all evidence submitted to the Rental Office before June 3, 2026, was included. The Tenant submitted no evidence.

**ISSUE**

- A. Can the Landlord keep the security deposit plus interest for rent owing?

**ANALYSIS & FINDINGS**

- [16] The Landlord stated that the Tenant only paid \$340.00 of the required \$1,000.00 security deposit.
- [17] The Tenant did not pay rent for January, February, or April 2026. The Tenant paid \$1,400.00 in rent for March 2026, but still owes \$300.00 for March. The Tenant owes the Landlord rent arrears totalling \$5,400.00 for January through April 2026.
- [18] The Landlord is unsure when the Tenant vacated the Unit in May 2026, so he is unsure how much rent would be owed for May. He is not seeking rent owing for May.
- [19] At the hearing, the Landlord withdrew his request for a monetary order for the full amount of rent arrears and sought only to keep the security deposit plus interest.
- [20] Based on the Landlord's undisputed testimony and documentary evidence, I find that the Landlord has established that the Tenant owes the Landlord \$5,400.00 in rent.
- [21] The Landlord will keep the security deposit plus interest of \$345.83.
- [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.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the security deposit plus interest of \$345.83.

**DATED** at Charlottetown, Prince Edward Island, this 23rd day of June, 2026.

(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.