

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 Tenant to keep the security deposit and additional compensation for rent owing, electricity charges, garbage removal, cleaning and repairs, in the total amount of \$6,736.92.

BACKGROUND

- [3] The Unit is a three-bedroom, two-bathroom single family home that the Landlord has owned since April of 2022.
- [4] The Landlord, the Tenant and another tenant were parties to a written, monthly tenancy agreement that started on August 1, 2022 (the "Tenancy Agreement"). A security deposit of \$1,000.00 was paid on August 30, 2022.
- [5] At the beginning of the tenancy rent in the amount of \$1,750.00 was due on the first day of the month. As of January 1, 2026 the monthly rent was \$1,825.80.
- [6] On February 17, 2026 the Landlord electronically served the Tenant with a *Form 4(A) Eviction Notice* (the "Notice") with an effective date of March 9, 2026 for non-payment of rent.
- [7] On February 17 and 19, 2026 the Landlord filed two earlier *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking rent owing and an eviction order.
- [8] On March 9, 2026 the Tenant vacated the Unit.
- [9] On March 19, 2026 the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenant's security deposit and additional compensation.
- [10] On June 2, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for July 14, 2026. The Rental Office telephoned the Tenant but received no response. The Rental Office left a voicemail requesting the Tenant to call the Rental Office.
- [11] On June 22, 2026 the Rental Office telephoned the Tenant and left a voicemail regarding the submission of evidence for the tele-hearing.
- [12] On June 24, 2026 the Rental Office sent the parties a 64-page PDF evidence package. The Rental Office telephoned the Tenant and left a voicemail message regarding the evidence package and the tele-hearing.
- [13] On July 14, 2026 the Landlord's representative (the "Representative") joined the tele-hearing for determination of the Application. I telephoned the Tenant and left a voicemail message with the tele-hearing details and the Rental Office reception's telephone number. I emailed the Tenant an additional copy of the tele-hearing instructions. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time. The Representative confirmed that they received the evidence package and they were not aware of anything missing that had previously been submitted to the Rental Office.

DISPOSITION

- [14] I find that the Landlord has established a total compensation claim in the amount of \$6,736.92.
- [15] After deducting the security deposit, including interest, in the amount of \$1,087.19, the balance payable by the Tenant is \$5,649.73.

ISSUE

- A. Must the Tenant compensate the Landlord for rent owing, electricity charges, garbage removal, cleaning and repairs?

ANALYSIS

- [16] The Landlord provided the Rental Office with a copy of the Tenancy Agreement, the Notice, a notice of rent increase, message correspondence, photographs, invoices and statements. The Representative provided testimony explaining the documents submitted and supporting the claims in the Application.
- [17] I find that the Landlord has establishes the claims in the Application against the Tenant, in the total amount of \$6,736.92, calculated as follows:

Established Claims	
Item	Amount
Rent owing	\$4,848.67
Electricity charges	\$186.25
Garbage removal	\$379.50
Cleaning	\$569.25
Repairs	\$753.25
Total:	\$6,736.92

- [18] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,087.19.
- [19] The Tenant must pay the Landlord additional compensation in the amount of \$5,649.73 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,087.19.
2. The Tenant must pay the Landlord additional compensation in the amount of \$5,649.73 by August 14, 2026.

DATED at Charlottetown, Prince Edward Island, this 14th day of July, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.