

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, including interest, for rent owing.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom apartment.
- [4] The parties signed a written, fixed-term tenancy agreement for the Unit, effective from November 1, 2025, to April 30, 2026. Rent of \$1,300.00 was due on the first day of each month. The Tenant paid a \$1,300.00 security deposit at the beginning of the tenancy.
- [5] On April 9, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* (the “Notice”) with a vacate date of April 30, 2026, for failing to pay rent of \$1,300.00 for April 2026. The Notice was served by posting it to the Unit’s door.
- [6] On May 4, 2026, the Tenant moved out of the Unit due to the Notice.
- [7] On May 15, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office, seeking to keep the security deposit for rent owing. On May 19, 2026, the Landlord served a copy electronically.
- [8] On July 23, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for September 3, 2026.
- [9] On August 17, 2026, the Rental Office emailed the parties a 21-page PDF evidence package.
- [10] On August 20, 2026, the Rental Office provided the Tenant with a paper copy of the evidence package, which included a copy of the tele-hearing notice.
- [11] On September 3, 2026, the Landlord joined the tele-hearing. I telephoned the Tenant and emailed him an additional copy of the tele-hearing notice. The Tenant did not call into the tele-hearing, and it proceeded ten minutes after the scheduled time. The Landlord confirmed receipt of the evidence package and stated that it contained all evidence submitted to the Rental Office. The Tenant submitted no evidence.

DISPOSITION

- [12] The Landlord will keep the security deposit, including interest, of \$1,330.11, for rent owing.

ISSUE

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

ANALYSIS & FINDINGS

- [13] The Landlord stated she was claiming to keep the security deposit for rent owing and was not seeking compensation above the security deposit.
- [14] The Landlord stated the tenancy agreement was for a fixed term until April 30, 2026. The Unit was scheduled to convert to a bed and breakfast after that time under the *Tourism Industry Act*. She stated that on March 31, 2026, the Tenant was reminded about the April 30, 2026, vacate date.
- [15] The Tenant did not pay rent for April 2026, and on April 9, 2026, the Landlord served the Notice. After receiving the Notice, the Tenant told the Landlord's father that the Landlord could keep the security deposit for April's rent. The Tenant did not provide this in writing.
- [16] On April 30, 2026, the Tenant was still living in the Unit and would not answer the door. On May 1 or 2, 2026, the Tenant answered the door and was told that he was required to vacate the Unit. On May 4, 2026, the Tenant moved out and returned the keys, but he did not take his personal property.
- [17] The Landlord stated that on May 5, 2026, the Tenant returned to the Unit to retrieve his personal property, but he could not take everything because he only had a bicycle. The Tenant became aggressive with the Landlord because the Landlord refused to return the security deposit. The Tenant left the Unit, and the Landlord had not spoken to the Tenant since that date.

A. Can the Landlord keep the security deposit, including interest, for rent owing?

- [18] The security deposit, including interest, is \$1,330.11.
- [19] The evidence establishes that the Tenant did not pay the rent owing or dispute the Notice, and I find that the Tenant is deemed to have accepted that the tenancy ended on April 30, 2026 under subsection 60(5) of the Act. I find that the Landlord will keep the \$1,300.00 security deposit for rent owing for April 2026.
- [20] I find that the Tenant was overholding for four days in May 2026 and did not pay rent for those four days. The rent owing for May 2026 is \$167.74 (\$1,300.00 / 31 days x 4 days). I find that the Landlord will keep the accrued interest of \$30.11 and apply it toward the rent owing for May 2026.
- [21] The Landlord seeks only to keep the security deposit, including interest, and is not seeking compensation above that amount. The rent owing exceeds the security deposit, including interest. I find that the Landlord will keep the security deposit, including interest, of \$1,330.11 for the rent owing.
- [22] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, including interest, of \$1,330.11, for rent owing.

DATED at Charlottetown, Prince Edward Island, this 9th day of September, 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.