

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, including interest, for rent owing, in the amount of \$1,223.47.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom apartment located in an eighteen-unit building that the Landlord has owned for around eleven years.
- [4] The Landlord and the Tenant entered into a written, one-year-fixed-term tenancy agreement that started on August 1, 2020 that later became a monthly agreement (the "Tenancy Agreement"). A security deposit of \$1,114.00 was paid around July 31, 2020. At the end of the tenancy, rent in the amount of \$1,259.50 was due on the first day of the month.
- [5] On April 23, 2026 the Landlord's representative (the "Representative") served the Tenant with a 24-hour notice to inspect the Unit.
- [6] On April 24, 2026 the Representative attended the Unit.
- [7] The Tenant vacated the Unit by April 30, 2026.
- [8] On May 4, 2026 the Representative emailed the Rental Office and the Tenant 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 May 5, 2026 because the Representative's email was sent at 10:51 PM.
- [9] On July 22, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for September 10, 2026.
- [10] On August 18, 2026 the Rental Office telephoned the Tenant and left a voicemail message for a call back.
- [11] On August 19, 2026 the Rental Office emailed the parties a nine-page PDF evidence package.
- [12] On September 10, 2026 the Representative joined the tele-hearing. I telephoned the Tenant but there was no response. I emailed the Tenant an additional copy of the tele-hearing information. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time.

DISPOSITION

- [13] I find that the Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,223.47.

ISSUE

- A. Can the Landlord keep the Tenant's security deposit for rent owing?

ANALYSIS

- [14] During the hearing the Representative testified that on April 23, 2026 he provided the Tenant with 24 hours written notice to inspect the Unit. On April 24, 2026 the Representative attended the Unit and found a note from the Tenant which stated that she would vacate the Unit by the end of April.

- [15] The Representative testified regarding the Tenant's recent rent history. I find that the evidence presented establishes that the Tenant had partial March 2026 rental arrears and full April 2026 arrears which entitle the Landlord to keep the security deposit.
- [16] I find that the Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,223.47 for rent owing.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,223.47.

DATED at Charlottetown, Prince Edward Island, this 10th day of September, 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.