

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 filed an application seeking an order against the Tenants to keep the security deposit and additional compensation for rent owing and utilities, in the total amount of \$2,079.23.

BACKGROUND

- [3] The Unit is a basement rental unit located in a building that the Landlord has owned for five years.
- [4] The Landlord and the Tenants entered into a written, one-year-fixed term tenancy agreement that started on December 1, 2025. The Tenants moved in a few days early. A security deposit of \$750.00 was paid on November 18, 2025. Rent in the amount of \$1,250.00 was due on the first day of the month.
- [5] On or about January 6, 2026 the Landlord had a document titled *Notice to Quit – Non-Payment of Rent* taped to the Unit’s door because the Tenants owed \$1,250.00 for January 2026 rent and \$272.32 for electrical utilities. The Landlord requested that the Tenants pay the outstanding amounts owing or vacate the Unit by January 15, 2026.
- [6] On January 17, 2026 the Landlord had a *Form 4(A) Eviction Notice* (the “Notice”) taped to the Unit’s doors and emailed the Tenants. The Notice’s effective date was January 26, 2026.
- [7] On January 20, 2026 one of the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice.
- [8] On February 6, 2026 one of the Tenants emailed the Landlord stating that the Unit had been vacated on January 20, 2026.
- [9] On February 19, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the Tenants’ security deposit plus additional compensation.
- [10] On June 5, 2026 the Rental Office sent the parties notice of a paper-based hearing with an evidence and submissions timeline of June 15, 2026.
- [11] On June 19, 2026 the Rental Office sent the parties an additional request for evidence and submissions.
- [12] On July 20, 2026 the Rental Office sent the parties a 33-page PDF evidence package.
- [13] On August 20, 2026 the Rental Office emailed the parties a 3-page Responsive Evidence Package which informed the parties that the Rental Office had not received any additional evidence.
- [14] I have reviewed the evidence and submissions provided and determined the Application in this Order.

DISPOSITION

- [15] I find that Landlord has established rent owing and utilities claims against the Tenants in the total amount of \$2,079.23.
- [16] The Landlord will keep the Tenants’ security, including interest (\$17.23), in the amount of \$767.23.

- [17] The Tenants must pay the Landlord additional compensation in the amount of \$1,312.00 (\$2,079.23 minus \$767.23) by the timeline below.

ISSUE

- A. Must the Tenants compensate the Landlord for rent owing and utilities?

ANALYSIS

- [18] The evidence presented establishes that one of the Tenants filed an application disputing the Notice on January 20, 2026 but this Tenant did not inform the Landlord that the Unit was vacated earlier until February 6, 2026. The Tenants did not return the Unit's keys to the Landlord at this time or make arrangements for the return of the key, despite requests from the Landlord. In these circumstances I find that the Landlord complied with section 40 of the *Act* by filing the Application on February 19, 2026.
- [19] The Landlord submitted into evidence notices, correspondence and other documents regarding the rent owing and utilities claims. I find that the Landlord has established claims for rent owing and utilities in the amount of \$2,079.23.
- [20] Security deposits accumulate interest in accordance with section 14 of the *Act* and section 3 of the *Residential Tenancy Regulations*.
- [21] The Landlord will keep the Tenants' security, including interest (\$17.23), in the amount of \$767.23.
- [22] The Tenants must pay the Landlord additional compensation in the amount of \$1,312.00 (\$2,079.23 minus \$767.23) by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$767.23.
2. The Tenants must pay the Landlord additional compensation in the amount of \$1,312.00 by October 22, 2026.

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