



**Docket: LR22005**

**Order: LR22-11**

**IN THE MATTER** of an appeal, under Section 25 of the *Rental of Residential Property Act* (the "Act"), filed by Billie Jean Yvonne Richard, against Order LD22-018 issued by the Director of Residential Rental Property and dated January 25, 2022.

**BEFORE THE COMMISSION ON** Tuesday, March 1, 2022.

Panel Chair - Erin T. Mitchell, Commissioner  
M. Douglas Clow, Vice-Chair

Hearing Date: Tuesday, February 22, 2022

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# ORDER

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(Sgd.) Susan Jefferson  
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Commission Administrator  
Corporate Services and Appeals

This appeal asks whether a landlord is permitted to retain all of a tenant's security deposit.

## **BACKGROUND**

102243 P.E.I. Inc., doing business as Anchor Motel and Suites (the "Landlord"), rented a unit located at 118 – 1963 Route 1A, Central Bedeque, PE (the "Premises"), to Billie Jean Yvonne Richard (the "Tenant") commencing at or near the end of August, 2021. Rent was the amount of \$1,200 per month. A security deposit in the amount of \$400 was paid.

The Tenant vacated the Premises on November 16, 2021. The Landlord seeks to keep the full balance of the security deposit for unpaid rent. The Tenant wants the security deposit returned. Both parties filed applications with the Office of the Director of Residential Rental Property (the "Director") seeking the security deposit.

In Order LD22-018, the Director found that the Landlord was entitled to retain the security deposit.

The Tenant appealed.

The Commission heard the appeal by way of telephone conference call on February 22, 2022. The Landlord was represented by Murray William Sallis. The Tenant also participated as well as her two witnesses, Robin Thibodeau and Tammy Perry.

## **Disposition**

The appeal is denied and Director's Order LD22-018 is confirmed.

## **The Issue**

Did the Director err in finding that the Landlord was entitled to retain the \$400.00 security deposit?

## **Analysis**

Director's Order LD22-018 determined that the Landlord was entitled to retain the \$400.00 security deposit on the basis that the Tenant had not paid any rent during the month of November 2021.

The Tenant moved out of the Premises on November 16, 2021. Pro-rating the \$1200.00 monthly rent for 16 out of 30 days, the Tenant owes \$640.00 in rent.

The Tenant has not provided any objective evidence that she paid any rent for November 2021. Accordingly, the Commission agrees with the Director that the Landlord may retain the entire \$400.00 security deposit as partial payment for rent owing.

**NOW THEREFORE**, pursuant to the *Island Regulatory and Appeals Commission Act* and the *Rental of Residential Property Act*,

**IT IS ORDERED THAT**

1. **The appeal is denied.**
2. **Directors Order LD22-018 is confirmed.**

**DATED** at Charlottetown, Prince Edward Island, Tuesday, March 1, 2022.

**BY THE COMMISSION:**

(sgd. Erin T. Mitchell)

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Erin T. Mitchell, Commissioner

(sgd. M. Douglas Clow)

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M. Douglas Clow, Vice-Chair

**NOTICE**

Subsections 26(2), 26(3), 26(4) and 26(5) of the *Rental of Residential Property Act* provides as follows:

26. (2) A lessor or lessee may, within fifteen days of the decision of the Commission, appeal to the court on a question of law only.
- (3) The rules of court governing appeals apply to an appeal under subsection (2).
- (4) Where the Commission has confirmed, reversed, or varied an order of the Director and no appeal has been taken within the time specified in subsection (2), the lessor or lessee may file the order in the court.
- (5) Where an order is filed pursuant to subsection (4), it may be enforced as if it were an order of the court.