

INTRODUCTION

- [1] The Landlord is seeking to retain the Tenants' security deposit of \$1,195.00 for outstanding rent for the month of September 2024.

DISPOSITION

- [2] I find that the Landlord will retain the security deposit of \$1,195.00.
- [3] I find that the Landlord must return the interest on the security deposit, in the amount of \$8.01, to the Tenants.

BACKGROUND

- [4] On July 1, 2024, the parties entered into a written, fixed-term tenancy agreement for the period of July 1, 2024, to June 30, 2025. Rent was \$1,195.00 due on the first day of the month. A \$1,195.00 security deposit was paid on July 1, 2024. On August 28, 2024, the Tenants vacated the Unit.
- [5] On September 8, 2024, the Landlords filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application seeks to retain the Tenants' security deposit for rent owing. The Landlords emailed the Application to the Tenants on the same date.
- [6] On September 19, 2024, the Rental Office emailed the parties notice of a teleconference hearing, scheduled for October 10, 2024.
- [7] On October 1, 2024, the Rental Office called the Tenants and left voicemails for two Tenants with the hearing details. The third tenant did not answer and did not have voicemail.
- [8] On October 2, 2024, the Rental Office emailed the parties an evidence package.
- [9] On October 10, 2024, two Landlord representatives (the "Representatives") called into the hearing. The Rental Office called the Tenants and left a voicemail for two of the Tenants. The third Tenant did not have voicemail. I waited ten minutes and the hearing proceeded in the absence of the Tenants.

ISSUE

- [10] Is the Landlord permitted to retain the Tenants' security deposit?

ANALYSIS

- [11] For the reasons below, I find that the Landlord is permitted to retain the Tenants' security deposit.
- [12] On August 13, 2024, the Tenants served the Landlord with a *Form 3 Tenant Notice of Termination*. The Tenants stated they planned on vacating on September 15, 2024. On August 21, 2024, the Tenants changed their mind and decided not to move out. On August 22, 2024, the Landlord advised that the Tenants could remain in the Unit.
- [13] On August 27, 2024, the Tenants served the Landlord with another *Form 3* and stated they would be vacating on August 28, 2024. The Landlord messaged the Tenants for clarification but did not receive any response. The Tenants vacated the Unit on August 28, 2024, and the Landlord has received no communication from the Tenants since they moved out. The Unit was re-rented for October 1, 2024.

- [14] The Landlord is seeking to retain the security deposit in the amount of \$1,195.00 for rent owing for September 2024 as the Tenants did not provide proper notice to end the fixed-term tenancy agreement.
- [15] After reviewing the evidence, I find that the fixed-term tenancy agreement was scheduled to terminate on June 30, 2025, however the Tenants vacated on August 28, 2024. I find that the Tenants did not comply with the notice requirements to end a fixed-term tenancy agreement set out in subsection 55(3) of the Act which states:

Notice for fixed-term tenancy

- (3) *A tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that*
- (a) *is not earlier than one month after the date the landlord receives the notice;*
 - (b) *is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and*
 - (c) *is the day before the day that rent is payable under the tenancy agreement.*

IT IS THEREFORE ORDERED THAT

1. The Landlord will retain the security deposit in the amount of \$1,195.00 for rent owed.
2. The Landlord must return the interest on the security deposit, in the amount of \$8.01, to the Tenants by November 30, 2024.

DATED at Charlottetown, Prince Edward Island, this 18th day of October, 2024.

(sgd.) Mitchell King

Mitchell 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.