

INTRODUCTION

- [1] The Tenants filed applications for the return of their security deposits, double the security deposits and applicable interest.

DISPOSITION

- [2] I find that the Tenants' applications are denied because they were not filed within the applicable limitation period, being six months after the date the tenancies terminated.

BACKGROUND

- [3] The Landlords and the Tenants entered into two separate tenancy agreements for the Unit, which is a single bedroom located in one side of a duplex with shared facilities. This side of the duplex has a total of four bedrooms and one-bathroom. The Landlords own the duplex.
- [4] On September 9, 2023 the Tenants each paid \$450.00 security deposits to the Landlords. On September 15, 2023 the Tenants moved into the Unit. The agreements were originally for fixed-terms which then converted to month-to-month terms. The Tenants' monthly rent was \$450.00 per tenant, due on the first day of the month.
- [5] On April 1, 2024 the Tenants moved out of the Unit under an agreement with the Landlords to terminate the tenancy agreements.
- [6] On November 26, 2024 the Tenants filed *Form 2(A) Tenant Applications to Determine Dispute* (the "Applications") with the Residential Tenancy Office (the "Rental Office") for the return of their security deposits, double the security deposits and applicable interest.
- [7] On December 10, 2024 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 16, 2025 (the "Notice of Hearing"), along with a copy of the Applications.
- [8] On January 3, 2025 the Rental Office emailed the parties a 30-page PDF document (the "Evidence Package").
- [9] On January 8, 2025 an additional copy of the Evidence Package was sent to one of the Landlords by registered mail.
- [10] On January 16, 2025 the Tenants joined the teleconference hearing. I called the Landlords and left a voicemail message with the teleconference information. I also emailed the Landlords an additional copy of the Notice of Hearing. I waited about ten minutes before proceeding with the hearing in the Landlords' absence. The Tenants confirmed receipt of the Evidence Package and the Tenants also confirmed that all of the documents submitted to the Rental Office were included.

ISSUE

- A. Did the Tenants file the Applications with the Rental Office within the applicable limitation period?

ANALYSIS

- [11] For the reasons below, I find that the Applications are denied because the Tenants did not file the Applications within six-months of the date the tenancy agreements terminated.
- [12] The Tenants stated that the tenancy ended on April 1, 2024 by mutual agreement with the Landlords. The Tenants did not have to pay April 2024 rent to the Landlords and the Tenants moved out of the Unit on April 1, 2024.

- [13] The Tenants made a number of requests to the Landlords for the return of their security deposits and the Landlords kept stating that the security deposits would be returned to the Tenants.
- [14] On September 4, 2024 the Landlords messaged the Tenants stating that they would need to apply to the Island Regulatory and Appeals Commission for the return of their security deposits. The Tenants did not immediately apply for the return of their security deposits because they were busy starting courses at Holland College and they hoped that the Landlords would still return their security deposits voluntarily.
- [15] The Tenants stated that they first contacted the Rental Office in November of 2024 regarding the return of their security deposits.
- [16] The Tenants stated that the Landlords did not serve the Tenants with any Rental Office application and there were no earlier Rental Office proceedings.
- [17] Subsection 75(1) of the *Residential Tenancy Act* (or the "Act") provides a general limitation period for tenants and landlords to file claims with the Rental Office, stating as follows:

Except as otherwise provided in this Act, a tenant, a landlord or a person representing a tenant or landlord may, during or within six months after termination of a tenancy agreement, make an application to the Director to determine

- (a) a question arising under this Act or the regulations;*
(b) whether a provision of a tenancy agreement has been contravened; or
(c) whether a provision of this Act or the regulations has been contravened.

- [18] The Applications are based upon breaches of sections 14 and 40 of the *Act*. However, these claims are not excepted from the six-month limitation period in subsection 75(1) for filing applications with the Rental Office.
- [19] The Tenants filed their claims more than seven months after their tenancy agreements terminated.
- [20] As a result, I must deny the Applications.

IT IS THEREFORE ORDERED THAT

1. The Applications are denied.

DATED at Charlottetown, Prince Edward Island, this 17th day of January, 2025.

(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.