

INTRODUCTION

[1] The Landlord seeks to retain the Tenants' security deposit plus interest for rent owed.

DISPOSITION

[2] I find that the Landlord will keep the Tenants' security deposit, including interest, in the amount of \$627.14.

BACKGROUND

[3] The Unit is an apartment in a multi-unit building.

[4] The parties entered into a written, month-to-month tenancy agreement for the Unit that commenced on March 1, 2024. A security deposit of \$600.00 was paid on March 2, 2023, as the Tenants had been living in a different unit owned by the Landlord, and the security deposit was transferred to the Unit. Rent was \$1,200.00, due on the first day of the month.

[5] The Tenants moved out of the Unit on November 1, 2024.

[6] On November 8, 2024, the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office. The Application seeks to retain the security deposit plus interest for rent owed for November 2024.

[7] On December 16, 2024, the Rental Office emailed the Landlord notice of a teleconference hearing scheduled for January 23, 2025, to serve to the Tenants. The Landlord served the Tenants the notice of the teleconference hearing on December 19, 2024.

[8] On January 14, 2025, the Rental Office emailed the Landlord and one Tenant ("KU") an evidence package.

[9] On January 23, 2025, the Landlord's representative (the "Representative") participated in the hearing. I called KU, who stated he was not participating in the hearing and agreed the Landlord could retain the security deposit. I called AA and left a voicemail. I waited ten minutes, and the hearing proceeded in the Tenants' absence.

[10] The Representative acknowledged receipt of the evidence package and confirmed that all documents submitted to the Rental Office were included in the evidence package.

ISSUES

A. Has the Landlord established a valid claim to retain the security deposit and interest?

ANALYSIS

[11] The Representative stated that the Landlord is seeking to retain the security deposit plus interest for partial rent owed for November 2024, as the Tenants did not provide proper notice to end the tenancy agreement. The Representative stated the Landlord was not seeking compensation for the entire rent owed above the security deposit.

[12] The Representative stated that the Tenants provided notice on October 30, 2024, that they were moving out of the Unit on November 1, 2024. The Landlord inspected the Unit on November 2, 2024, and found that the Tenants had moved out. The Unit was advertised but was not re-rented until January 2025.

[13] Clause 55(2) of the *Residential Tenancy Act* (the “Act”) states:

A tenant may end a month-to-month or other periodic 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;
and
(b) is the day before the day that rent is payable under the tenancy agreement.

[14] To end the tenancy agreement effective October 31, 2024, the Tenants should have provided the Landlord written notice no later than September 30, 2024. However, the Tenants did not provide notice until October 30, 2024, which would make the end of the tenancy effective November 30, 2024. The Landlord attempted to mitigate their losses by advertising the Unit; however, it could not be re-rented until January 2025.

[15] I find that the Landlord established a valid claim to retain the security deposit and interest for unpaid rent. The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlord will retain the Tenants’ security deposit and interest, totalling \$627.14.

DATED at Charlottetown, Prince Edward Island, this 27th day of January, 2025.

(sgd.) Mitch King

Mitch 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.