

INTRODUCTION

[1] The Subtenant seeks a return of double the security deposit and additional compensation.

DISPOSITION

[2] I find that the Subtenant has not established her claims.

BACKGROUND

[3] The Unit is a room and shared common spaces in an apartment (the "Residential Property"). The Tenants rent the Residential Property from their landlord and sublet the Unit. The Tenants both live in the Residential Property.

[4] On September 2, 2024, the parties entered into an oral month-to-month subtenancy agreement for the Unit. Rent was \$700.00, due on the first day of the month, and a security deposit of \$700.00 was paid at the beginning of the tenancy.

[5] The Subtenant moved out of the Unit on September 30, 2024.

[6] On November 18, 2024, the Subtenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"), seeking a return of double the security deposit and interest and compensation of \$74.99 for damaged headphones.

[7] On December 20, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 23, 2025. The hearing was later rescheduled to allow the parties more time to resolve the matter.

[8] On January 15, 2025, the Rental Office emailed two videos and a 35-page evidence package to the parties.

[9] On January 27, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for February 11, 2025.

[10] On February 11, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for February 19, 2025.

[11] On February 19, 2025, the parties participated in a teleconference hearing. The parties stated they received a copy of the evidence package, and all documents submitted to the Rental Office were included.

ISSUES

A. Must the Tenants pay the Subtenant double the security deposit plus interest?

B. Must the Tenants compensate the Subtenant for damaged headphones?

ANALYSIS

A. Must the Tenants pay the Subtenant double the security deposit plus interest?

[12] The Subtenant stated that she gave the Tenants notice a week after she moved into the Unit that she would be moving out. The Subtenant stated that she moved out of the Unit on September 30, 2024, and the Tenants were able to find another subtenant for October 1, 2024.

- [13] The Subtenant stated that the Tenants returned \$300.00 of the security deposit on December 3, 2024, and \$400.00 on January 7, 2025.
- [14] The Subtenant argued that she is entitled to double the security deposit and interest because the Tenants did not return the entire security deposit within 15 days of the end of the tenancy.
- [15] The Tenants stated that someone was going to move into the Subtenant's room, but that person changed their mind and moved into a different room in the Residential Property. The security deposit was kept to pay for rent for October 2024 because the Subtenant did not provide proper notice. The Tenants stated they are still not able to find another subtenant to rent the Unit.
- [16] Clause (1)(h)(iii) of the *Residential Tenancy Act* (the "Act") defines a landlord, in part, as:
- a person, other than a tenant occupying the rental unit, who*
(A) is entitled to possession of the rental unit, and
(B) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit.
- [17] In Order LR24-72, the Island Regulatory and Appeals Commission (the "Commission") commented on the definition of "*landlord*." The Commission noted that a tenant who sublets and also occupies a rental unit is not a "*landlord*" within the meaning of the Act. In this case, the Subtenant and the Tenants both occupied the rental unit.
- [18] Therefore, as the Tenants would not be considered "*landlords*," the section 40 requirements stating that a landlord only has 15 days to return a security deposit to a tenant would not be applicable to the Tenants. I find that the Subtenant is not entitled to a return of double the security deposit.
- [19] With regard to interest, subsection 14(9) of the Act only requires a "*landlord*" to credit security deposit interest to a tenant. As the Tenants are not "*landlords*," I find that the Subtenant is not required to be credited with security deposit interest. This claim is denied.

B. Must the Tenants compensate the Subtenant for damaged headphones?

- [20] The Subtenant stated that she is seeking \$74.99 in compensation because the Tenants' cat damaged the Subtenant's headphones. The Subtenant stated that there was no proper locking mechanism on the Subtenant's bedroom door, and the cat was able to access her room.
- [21] The Tenants stated that the Subtenant knew there was a cat, and she was okay with it. The Tenants told the Subtenant to purchase a lock to secure the Unit's door from the outside.
- [22] I find that the Subtenant has not established her claim for additional compensation. The Subtenant has not provided sufficient evidence, such as photographs or witness testimony, to establish that the Tenants' cat damaged her headphones. Furthermore, the Subtenant has not submitted sufficient documentary evidence, such as a receipt or invoice, to establish the cost of the damaged headphones. This claim is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 10th day of March, 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.