

**INTRODUCTION**

[1] The Landlord seeks to keep the security deposit for rent owed for February 2025.

**DISPOSITION**

[2] The Landlord will keep the security deposit for rent owed for February 2025.

[3] The Landlord will return the interest accrued on the security deposit to the Tenant.

**BACKGROUND**

[4] The Unit is a basement apartment in a house that the Landlord owns.

[5] The parties entered into a written, fixed-term tenancy agreement for the Unit from June 1, 2024, to June 30, 2025. Rent was \$1,050.00, due on the first day of the month. A security deposit of \$1,050.00 was paid by May 24, 2024.

[6] The Tenant moved out of the Unit on January 31, 2025.

[7] On February 3, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application seeks to keep the security deposit for rent owed for February 2025.

[8] On February 11, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for March 6, 2025.

[9] On February 28, 2025, the Rental Office shared a 74-page evidence package and five videos with the parties through Titan File.

[10] On March 6, 2025, the parties participated in the teleconference hearing, acknowledged receipt of the evidence package and videos, and confirmed that all evidence submitted to the Rental Office was included.

**ISSUE**

A. Has the Landlord established a valid claim to keep the security deposit for rent owed for February 2025?

**ANALYSIS**

[11] The Landlord stated he is seeking to keep the security deposit for rent owed for February 2025 because the Tenant did not provide proper notice to end the fixed-term tenancy agreement. The Landlord stated that the Tenant told him on January 24, 2025, that he would be moving out by January 31, 2025. The Landlord stated that he advertised the Unit for rent, but he could not find another tenant for February 2025. He stated that he had recently taken the Unit off the market.

[12] The Landlord stated that the Tenant told him around January 5, 2025, that there were mice in the Unit. The Landlord purchased mouse traps and caught three mice within a few days. The Landlord stated that there had not been any more mice in the Unit since that time. The Landlord is unsure how the mice entered the Unit.

- [13] The Tenant stated that he moved out because there was a mice infestation in the Unit, and he believed his health was in jeopardy. The Tenant stated he believes that the mice entered the Unit in November or December 2024. In January 2025, the Tenant found mice feces in the Unit and noticed bite marks in some of his food. Photographs of the Unit and the Tenant's food were submitted as evidence.
- [14] The Tenant stated that on January 5, 2025, he notified the Landlord about the mice. The Tenant stated that the Landlord only purchased some traps, and he argued that the Landlord should have contacted an exterminator. The Tenant stated that the Landlord was not taking his health concerns seriously, and he moved out of the Unit on January 31, 2025.
- [15] Subsection 28(1) of the *Residential Tenancy Act* (the "Act") states that a landlord is required to comply with the health, safety and housing standards required by law and, regarding the age, character and location of the rental unit, make it suitable for occupation by a tenant.
- [16] Subsection 9(a) of the *Public Health Act Rental Accommodation Regulations* (the "Regulations") states that a landlord is required to complete necessary repairs to a rental unit to make it sound, weatherproof, damp-proof, vermin-proof, safe, and sanitary.
- [17] I find that the Tenant has not established that the Landlord has failed to comply with the Act or the Regulations. The evidence establishes that the Landlord purchased mouse traps when the Landlord was notified about the mice. The Landlord stated that he had caught three mice and that there had been no evidence of mice in the Unit since that time.
- [18] I find that the Tenant's concerns regarding mice in the Unit do not amount to behaviour justifying the termination of the tenancy agreement. If the Tenant believed that the Landlord was failing to comply with his obligations under the Act or Regulations, the Tenant could have contacted Environmental Health or filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office for a determination on the matter.
- [19] Subsection 55(3) of the Act states that a tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that (1) is not earlier than one month after the date the landlord receives the notice, (2) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, (3) and is the day that rent is payable under the tenancy agreement.
- [20] I find that the Landlord has provided sufficient evidence to establish that the Tenant failed to comply with the notice requirements to end the fixed-term tenancy agreement. I further find that the Landlord had attempted to mitigate his losses under section 46 of the Act, but he could not find another tenant for February 2025.

#### CONCLUSION

- [21] The Landlord will keep the security deposit of \$1,050.00 for rent owed for February 2025.
- [22] The Landlord will return the interest accrued on the security deposit of \$20.59 to the Tenant.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the security deposit of \$1,050.00 for rent owed for February 2025.
2. The Landlord will return the interest accrued on the security deposit of \$20.59 to the Tenant by April 28, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 28th day of March, 2025.

(sgd.) Mitch King

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**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.