

INTRODUCTION

- [1] The Landlord seeks to keep the security deposit for rent owed for February 2025.
- [2] The Tenant seeks a return of the security deposit, a determination the Landlord failed to repair or maintain the rental unit, and \$930.00 in compensation.

DISPOSITION

- [3] The Landlord will return the security deposit, including interest, totalling \$1,266.19.
- [4] The Tenant's compensation claims are denied.

BACKGROUND

- [5] The Unit is a cottage operated by the Landlord.
- [6] The parties entered into a written, fixed-term tenancy agreement for the Unit for the period of September 22, 2024, to May 31, 2025. Rent was \$1,250.00 monthly, and a security deposit of \$1,250.00 was paid on September 17, 2024.
- [7] On January 6, 2025, the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Residential Tenancy Office (the "Rental Office"), seeking a return of the security deposit, a determination the Landlord failed to repair or maintain the rental unit, and compensation of \$930.00.
- [8] The Tenant moved out of the Unit on February 1, 2025.
- [9] On February 4, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking to keep the security deposit for rent owed for February 2025.
- [10] On February 4, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for March 20, 2025.
- [11] On March 12, 2025, the Rental Office shared a 285-page PDF and a video with the parties (the "evidence package") through Titan File.
- [12] On March 20, 2025, the Tenant, two Tenant witnesses, and the Landlord's representative (the "Representative") participated in a teleconference hearing. The parties stated they received a copy of the evidence package and that all submitted evidence was included.

ISSUES

- A. Must the Landlord compensate the Tenant?
- B. Can the Landlord keep the security deposit for rent owed for February 2025?

ANALYSIS**A. Must the Landlord compensate the Tenant?**

- [13] The Tenant stated that she is seeking \$930.00 in compensation because the Landlord failed to repair or maintain the Unit. She stated there was mold in the Unit, and she had to purchase a dehumidifier, cleaning supplies and respiratory masks. She had to discard furniture and have clothes dry cleaned. The Tenant's claims are as follows:

Item	Cost
Dehumidifier	\$600.00
Damaged furniture	\$220.00
Cleaning supplies and respiratory masks	\$60.00
Dry cleaning	\$50.00
Total	\$930.00

- [14] The Tenant stated that when she moved into the Unit, it was noted on the move-in inspection report that there was some moisture in the Unit, and she was told to keep an eye on it. On October 22, 2024, the Tenant notified the Landlord that there was mold in the Unit. She stated that on October 28 and November 1, 2024, a Landlord representative attended the Unit and attempted to address the mold issue. The Tenant was told to keep cleaning the mold and leave the window open for ventilation.
- [15] The Tenant stated that the Landlord told her a dehumidifier would be installed by November 1, 2024. The Landlord did not provide one, so she had to purchase one herself. On December 31, 2024, after two months of trying to deal with the mold herself, the Tenant stated that she notified the Landlord that mold was still an issue in the Unit. The Tenant was told that someone would attend the Unit on January 6, 2025, for an inspection, but no one showed up.
- [16] The Tenant stated that on January 6, 2025, the Representative offered to move her into another cottage. The Tenant stated she declined the offer because that cottage previously had bugs, and she did not want to deal with bugs or pay for a move as her tenancy agreement was ending soon.
- [17] The Representative stated that the Tenant first notified the Landlord on October 22, 2024, that there was mold in the Unit. On October 25 and November 1, 2024, the Landlord cleaned the mold in the Unit and rectified the issue.
- [18] On October 28, 2024, the Landlord told the Tenant that they would purchase a dehumidifier for the Unit, but the Tenant stated that she had already purchased one. The Representative stated he thought the matter was resolved as the Tenant already had a dehumidifier. He stated that he did not believe the Landlord should need to purchase a second dehumidifier for the Unit.
- [19] The Representative stated that the Tenant did not notify the Landlord of any further mold issues until December 31, 2024. On January 6, 2025, the Representative offered to move the Tenant to another cottage, or the Tenant could choose to end the tenancy agreement with a full return of the security deposit.
- [20] The Representative stated that the Tenant chose not to move into the cottage that the Landlord had offered, even if the cottage was fumigated first. The Tenant also told the Representative that she was waiting to hear back from Environmental Health ("EH") about how suitable the Unit was to live in.
- [21] The Representative stated that on January 20, 2025, he received an email from EH. The email stated that EH advised the Tenant that the Landlord's offer of relocation to another cottage until the mold could be remediated in the Unit was an acceptable course of action. EH stated that if the Tenant did vacate the Unit, the Unit would still require mold remediation.

- [22] The Representative stated that the Tenant provided notice the next day, on January 21, 2025, that she would be moving out of the Unit on February 1, 2025.
- [23] 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.
- [24] 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.
- [25] The evidence establishes that the Tenant notified the Landlord of mold issues on October 22, 2024, and the Landlord had remediated the issues by November 1, 2024. The Tenant did not notify the Landlord of any further mold issues until December 31, 2024. On January 6, 2025, the Landlord offered to move the Tenant to another cottage or allow the Tenant to end the tenancy with a full return of the security deposit.
- [26] The Tenant declined to move to the cottage offered and stated that she was waiting for a report from EH regarding the Unit. On January 20, 2025, EH contacted the Landlord and stated that offering to move the Tenant to another cottage was an acceptable course of action. On January 21, 2025, the Tenant provided notice to the Landlord and moved out of the Unit on February 1, 2025.
- [27] In this case, EH did not complete an on-site inspection of the Unit. As such, I have limited evidence to establish the cause of the mold in the Unit. Although the move-in inspection report indicates some moisture in the Unit, I cannot conclude, on a balance of probabilities, that the mold growth was a result of the Landlord’s actions or negligence.
- [28] The evidence establishes that the Landlord addressed the Tenant’s mold remediation concerns within a reasonable timeframe. EH also stated that the Landlord’s offer to move the Tenant to another cottage was an acceptable course of action.
- [29] As the applicant for this claim, the Tenant has the burden of proof to establish her claims on a balance of probabilities. I find that the Tenant has not provided sufficient evidence to establish that the Landlord had breached the Act or the Regulations.
- [30] The Tenant’s compensation claims are denied.

B. Can the Landlord keep the security deposit for rent owed for February 2025?

- [31] The Representative stated that the Landlord was 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.
- [32] The Representative stated that he tried to work with the Tenant regarding her mold complaints. He stated that he offered to either move the Tenant to another cottage or allow her to end the tenancy with a full return of the security deposit.
- [33] On January 21, 2025, the Tenant gave the Representative notice that she would be moving out of the Unit on February 1, 2025. On January 24, 2025, the Representative agreed to end the tenancy, even with the “inadequate notice.”

- [34] The Representative stated that the Rental Office notified him on January 30, 2025, that the Tenant had filed the Tenant Application. The Representative stated that he contacted the Tenant and asked her to withdraw the Tenant Application, as he believed the parties had already reached an agreement. The Representative stated that because the Tenant would not withdraw the Tenant Application, he revoked his offer of mutually agreeing to end the tenancy on February 1, 2025, and the return of the security deposit.
- [35] The Representative stated that the Unit had not been re-rented since the Tenant moved out because the Landlord is still attempting to remediate the mold issue. The Landlord is still unsure what the cause of the mold is.
- [36] The Tenant stated that she provided notice to move because of the mold in the Unit. She did not want to move into the other cottage the Representative had offered because it may have had a bug infestation. She stated that on January 6 and 24, 2025, the Representative offered to allow her to end the tenancy and that she would receive her security deposit back.
- [37] The Tenant stated that on January 30, 2025, the Representative called her and asked her to withdraw the Tenant Application, but she refused. The Tenant stated that later that day, the Representative sent the Tenant an email stating that he was revoking his offer to end the tenancy without penalty.
- [38] Subsection 51(3) Act states:
- A landlord and a tenant may make a written agreement, other than a tenancy agreement, to end a tenancy.*
- [39] I find that the evidence establishes that on January 24, 2025, the parties agreed in writing to mutually end the tenancy on February 1, 2025. The Representative agreed that the Landlord would return the security deposit to the Tenant.
- [40] The Representative also stated that the Unit had not been re-rented since the Tenant moved out because the Landlord was attempting to remediate the mold issue. As such, the Unit was not available to re-rent in February 2025, regardless of the Tenant's notice to vacate. Therefore, the Tenant's actions have not caused the Landlord to incur any loss of rental income.
- [41] The Landlord's claim is denied.
- [42] The Landlord will return the security deposit, including interest, to the Tenant by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will return the security deposit, including interest, totalling \$1,266.19, to the Tenant by May 5, 2025.

DATED at Charlottetown, Prince Edward Island, this 4th day of April, 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.