

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“*Act*”).
- [2] The Tenant filed an application seeking compensation for an unlawful rent increase and a return of \$232.20 for 12-days’ prorated rent.

DISPOSITION

- [3] The Tenant has not established a valid claim for compensation for an unlawful rent increase and a return of 12-days’ prorated rent.

BACKGROUND

- [4] The Unit was a bedroom and a bathroom with shared common areas in a three-bedroom, two-bathroom mobile home (“Residential Property”) owned by the Landlord. The Landlord also occupied the Residential Property.
- [5] On August 22, 2024, the Landlord and the Tenant signed a written, fixed-term tenancy agreement for the period of October 1, 2024 to March 31, 2025. Rent was \$600.00 due on the first day of the month. A security deposit of \$600.00 was required but not paid.
- [6] The tenancy agreement was not on the *Form 1 – Standard Form of Tenancy Agreement* and was missing some information like the previous tenant’s rent, required under the *Act*. The rental agreement also had a typographical error regarding the end date that stated “March 31, 2024.”
- [7] On March 20, 2025 the Tenant vacated the Unit.
- [8] On March 28, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (“Application”) with the Rental Office seeking compensation for an unlawful rent increase and a return of 12-days’ prorated rent.
- [9] On May 1, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 3, 2025.
- [10] On May 30, 2025 the evidence deadline for the parties was extended to June 2, 2025.
- [11] On June 2, 2025 the Rental Office emailed the parties an evidence package containing a 32-page PDF and 3-video recordings.
- [12] On June 3, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence sent to the Rental Office was included.

ISSUE

- A. Has the Tenant established valid compensation claims against the Landlord?

ANALYSIS

Unlawful Rent Increase

- [13] The parties’ evidence establishes that there was no unlawful rent increase during the tenancy.

- [14] The Tenant stated that she paid \$600.00 a month from October 2024 to March 2025. The Tenant stated that she saw the Unit's advertisement for \$750.00 and believed the Landlord unlawfully increased the rent. The Tenant stated that she may have been mistaken.
- [15] The Landlord stated that she included services in the advertisement which was the reason that the rent was advertised for higher than the \$600.00. The Landlord stated that she removed the advertisement when she realized that she could not increase the rent to the advertised amount. The Landlord submitted bank statements showing that the former tenant paid \$600.00 a month for rent.
- [16] I find that the Tenant's claim for compensation based upon an unlawful rent increase is denied.

Return of Prorated Rent

- [17] The Tenant's evidence does not establish a valid claim for the return of prorated rent.
- [18] The rental agreement was a six-month fixed-term agreement.
- [19] The Landlord and the Tenant co-occupied the Residential Property and the relationship broke down. The Tenant gave the Landlord notice on or about February 28, 2025 that she would not be renewing the fixed-term and would be vacating at the end of March 2025.
- [20] On March 19, 2025 the Landlord and the Tenant had an oral disagreement. The parties dispute details around what exactly was said. However, the Landlord's comments reflected that *if the Tenant was unhappy with the living arrangement then she can leave*. The Tenant stated that she vacated the Unit the following day. The Landlord stated that the comments were during the disagreement and that the Tenant was not forced to leave and that the Tenant did not return the keys and had continued access to the Unit until March 31, 2025.
- [21] Subsection 55(3) of the *Act* states:
- A tenant may end a fixed-term 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;*
- (b) *is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and*
- (c) *is the day before the day that rent is payable under the tenancy agreement.*
- [22] I find that despite the Tenant vacating the Unit on March 20, 2025, the tenancy did not end until March 31, 2025 as provided under clause 55(3)(b). I find that the evidence does not establish that the parties entered into a separate agreement to end the tenancy early. I am not satisfied that the Landlord forced the Tenant to move out. Therefore, the Tenant has not established a valid claim for return of prorated rent.
- [23] The Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 13th day of June, 2025.

(sgd.) Cody Burke

Cody Burke
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.