

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord seeks to keep the Tenant's security deposit, including interest, in the amount of \$783.76. The Landlord withdrew the additional compensation claim, which amounts to \$291.24.

## DISPOSITION

- [3] The Landlord has established a claim against the Tenant for rent owing and cleaning. The Landlord will keep the Tenant's security deposit, including interest.

## BACKGROUND

- [4] The Unit is a bedroom in a six-bedroom, three-bathroom single-family dwelling ("Residential Property").
- [5] On January 20, 2025 the parties signed a written, monthly tenancy agreement for the Unit. Social Services paid the Landlord a \$775.00 security deposit on behalf of the Tenant. Rent in the amount of \$775.00 was due on the first day of the month.
- [6] On February 10, 2025 the Tenant gave the Landlord notice of termination.
- [7] On February 28, 2025 the Tenant vacated the Unit.
- [8] On March 7, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking to keep the Tenant's security deposit for rent owing and cleaning. The Application also sought additional compensation, in the amount of \$300.00. The additional compensation claim was withdrawn at the hearing.
- [9] On April 23, 2025 the Rental Office emailed the Landlord notice of a teleconference hearing, scheduled for June 3, 2025. The Landlord was requested to serve a copy to the Tenant.
- [10] On May 20, 2025 the scheduled hearing was postponed due to a scheduling conflict with the Rental Office.
- [11] On June 6, 2025 the Rental Office mailed and emailed the parties an updated notice of hearing, scheduled for June 26, 2025. The Landlord requested an adjournment, which was granted on June 9, 2025.
- [12] On June 10, 2025 the Rental Office mailed and emailed the parties a rescheduled notice of hearing, scheduled for July 3, 2025.
- [13] On June 17, 2025 the Rental Office emailed the parties a 40-page PDF evidence package.
- [14] On July 3, 2025 the Landlord, the Tenant and the Tenant's translator joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and that all evidence submitted was included.

## ISSUE

- A. Has the Landlord established a claim against the Tenant for rent owing?

**ANALYSIS & FINDINGS**

- [15] The Landlord is seeking to keep the Tenant's security deposit for rent owing for March 2025 and cleaning. At the hearing the Landlord withdrew the additional compensation claim.
- [16] For the reasons below, I find that the Landlord has established a valid claim against the Tenant for rent owing and cleaning.
- [17] Subsection 55(2) of the *Act* states:
- (2) *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.*
- [18] The evidence establishes that on February 10, 2025 the Tenant gave notice to the Landlord that she intended to vacate the Unit at the end of February, 2025.
- [19] On February 28, 2025 the Tenant vacated the Unit.
- [20] The Landlord is seeking to keep the Tenant's entire security deposit due to insufficient notice. The Landlord stated that he advertised the Unit, but was unable to re-rent the Unit until April 1, 2025. The Landlord stated that he lost rental income for March 2025.
- [21] The Landlord stated that the Tenant smoked in the Unit and outside the Residential Property. The Landlord stated that he warned the Tenant not to smoke in the Unit and that smoking is only allowed 12-feet from the Residential Property. The Landlord stated that he had to pick up cigarette butts left behind by the Tenant.
- [22] The Tenant stated that the Unit was provided to her as a temporary living arrangement. The Tenant was unaware of the notice requirements for the monthly tenancy agreement. The Tenant stated that she relies upon translators and government programs.
- [23] The Tenant stated that she gave the Landlord notice immediately when she learned that she had a longer term rental accommodation.
- [24] The Tenant denied smoking in the Unit. The Tenant stated that she smoked only outside the Residential Property. The Tenant stated that the cigarette butts in the Landlord's photographs may be hers.
- [25] I find that the evidence establishes that the Tenant did not give sufficient notice under subsection 55(2) of the *Act*. Giving notice on February 10 would have ended the tenancy agreement on March 31, 2025.
- [26] The Landlord has established a valid claim against the Tenant for rent owing for March 2025. I am also satisfied that the Landlord took appropriate mitigating steps to re-rent the Unit.
- [27] Further, I find that the Landlord has established a valid claim for cleaning.
- [28] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$783.76.
- [29] The Application is allowed.

**Tenancy Agreement – Proper Form**

- [30] I note that the tenancy agreement mentioned clauses under the *Rental of Residential Property Act* which is the former rental law. The tenancy agreement used was missing some required information, such as the previous rent charged and the included services for the former tenant, which is **mandatory** under the *Act*. This information must be included in every written tenancy agreement.
- [31] Subsection 11(1) and (2) of the *Act* require the tenancy agreement be in writing and have the formal requirements listed in subsection 11(2) of the *Act*. The Rental Office's *Form 1 – Standard Form of Tenancy Agreement* can be found on the Rental Office's website.

**Pre-Tenancy and Post-Tenancy Inspection Reports**

- [32] I further note that all tenancies that begin on April 8, 2023 onwards, require a pre-tenancy and post-tenancy inspection to be completed. Clauses 18(3) and 38(3) of the *Act* require a landlord and tenant to complete a pre-tenancy and post-tenancy inspection report – a *Form 5 – Landlord Condition Inspection Report* found on the Rental Office's website.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$783.76.

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