

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks to keep the Tenant's security deposit, including interest, for rent owing in the amount of \$940.00.

## DISPOSITION

- [3] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$940.00, for rent owing.
- [4] The Landlord will return the balance of the remaining security deposit's interest, in the amount of \$5.80, to the Tenant.

## BACKGROUND

- [5] The Unit is an apartment in a four-unit building.
- [6] The parties entered into a written month-to-month tenancy agreement for the Unit, beginning February 1, 2019. A security deposit of \$875.00 was paid on January 14, 2019. Rent of \$940.00 was due on the first day of each month.
- [7] On May 1, 2025, the Tenant moved out of the Unit.
- [8] On May 14, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking to keep the security deposit, including interest, for rent owing for May 2025.
- [9] On May 15, 2025, the Landlord returned \$5.00 of the security deposit interest to the Tenant.
- [10] On June 25, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 14, 2025.
- [11] On August 5, 2025, the Rental Office emailed a 37-page PDF evidence package to the parties.
- [12] On August 14, 2025, the Landlord and the Tenant participated in a teleconference hearing. The parties confirmed receipt of the evidence package and stated that all evidence submitted to the Rental Office was included.

## ISSUE

- A. Can the Landlord keep the Tenant's security deposit, including interest, for rent owing?

## ANALYSIS

- [13] The Landlord stated that on April 8, 2025, the Tenant provided notice that she would be moving out by May 1, 2025. The Landlord informed the Tenant that she was not providing enough notice to end the tenancy agreement and that she would be required to pay rent for May 2025. The Landlord returned \$5.00 of the security deposit interest to the Tenant on May 15, 2025. The Unit was re-rented on June 15, 2025. The Landlord is seeking rent owing for May 2025.
- [14] The Tenant summarized numerous complaints about the Unit's condition. The Tenant stated that the Landlord took a long time to fix the issues and was also aggressive with the Tenant.

[15] Subsection 55(2) of the Act states:

*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;*

*(b) is the day before the day that rent is payable under the tenancy agreement.*

[16] I find that the Landlord has provided sufficient evidence to establish that the Tenant failed to provide proper notice to end the tenancy agreement under subsection 55(2) of the Act.

[17] Despite the Tenant's reasons for wanting to vacate the Unit and end the tenancy, the Tenant was still required to provide the proper notice to end the tenancy.

[18] Based on the notice provided, I find that the end of the tenancy was May 31, 2025.

[19] The Landlord had fulfilled his responsibility to try to reduce (mitigate) rental income losses after he regained possession of the Unit, under section 46 of the Act. The Unit was advertised and re-rented for June 15, 2025.

[20] The Landlord has established that the Tenant owes the Landlord \$940.00 in rent for May 2025.

[21] The Landlord will keep \$940.00 of the security deposit, including interest, for rent owing for May 2025.

[22] The security deposit, including interest, is \$950.80 (January 14, 2019 – September 5, 2025).

[23] As the Landlord has already returned \$5.00 of the interest, the Landlord will return the remaining interest of \$5.80 to the Tenant.

#### **IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenant's security deposit, including interest, of \$940.00 for rent owing for May 2025.

2. The Landlord will return the remaining security deposit interest of \$5.80 by October 6, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 5th day of September, 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.