

INTRODUCTION

- [1] This decision determines two applications 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 for rent owing for April 2025.
- [3] The Tenant seeks a return of the security deposit.

DISPOSITION

- [4] The Landlord will keep the Tenant's security deposit of \$2,160.00 for rent owing for April 2025.
- [5] The Landlord will return the security deposit interest in the amount of \$98.90 to the Tenant.

BACKGROUND

- [6] The Unit is an apartment in a multi-unit building.
- [7] The parties entered into a written fixed-term tenancy agreement for the Unit from October 1, 2023, to September 30, 2024. The tenancy agreement then continued on a month-to-month basis. A security deposit of \$2,160.00 was paid on October 1, 2023. Rent of \$2,160.00 was due on the first day of each month.
- [8] The Tenant moved out of the Unit on March 28, 2025.
- [9] On April 3, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* ("Landlord Application") with the Rental Office seeking to keep the security deposit for rent owing for April 2025.
- [10] On April 28, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* ("Tenant Application") with the Rental Office seeking a return of the security deposit.
- [11] On June 25, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for August 19, 2025.
- [12] On August 11, 2025, the Rental Office sent the parties a 40-page PDF and a video ("Evidence Package") via TitanFile.
- [13] On August 19, 2025, the Landlord's representative ("Representative") 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 for rent owing?

ANALYSIS

- [14] The Representative stated that on March 6, 2025, the Tenant provided notice that she would be moving out by the end of the month. The Representative 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 April 2025. The Tenant moved out of the Unit on March 28, 2025, and the Unit was re-rented on May 1, 2025. The Landlord seeks to keep the security deposit for rent owing for April.

- [15] The Representative stated that the tenancy agreement started on October 1, 2023, and not October 8, 2023, as stated by the Tenant. He stated that the tenancy agreement was signed on September 29, 2023, to begin on October 1, 2023.
- [16] The Representative stated that a third party paid the security deposit on October 1, 2023, but the third party did not pay the first month's rent until October 8, 2023. The third party paid the rent for the entire month of October 2023. The Tenant was then able to move into the Unit on October 8, 2023, after the rent was paid.
- [17] The Tenant stated that she was seeking a return of the security deposit because she provided proper notice to end the tenancy agreement. She stated that she provided notice on March 6, 2025, as she had found a new place to live. The Tenant stated that she provided more than one month's notice, as she did not move into the Unit until October 8, 2023, and provided notice on March 6, 2025, which was one month plus two days' notice.
- [18] 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.*
- [19] 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.
- [20] Based on the evidence provided, I find that the Tenant gave the Landlord notice on March 6, 2025, which would have ended the tenancy on April 30, 2025.
- [21] The evidence establishes that the parties agreed that the tenancy would start on October 1, 2023, and rent was payable on the first of the month. Therefore, the Tenant was required to provide the Landlord notice at least one month before the day the rent was payable, which was the first of the month. In this case, the Tenant did not provide at least one month's notice to end the tenancy.
- [22] Despite the Tenant's evidence, subsection 55(2) requires one month's notice from the day before rent is due and not the day before the tenancy starts or when the tenant moves in.
- [23] I find that the Landlord had fulfilled their responsibility to try to reduce (mitigate) rental income losses after they regained possession of the Unit, under section 46 of the Act. The Landlord advertised the Unit and re-rented it on May 1, 2025.
- [24] The Landlord has established that the Tenant owes the Landlord \$2,160.00 in rent for April 2025.
- [25] The Landlord will keep the Tenant's security deposit in the amount of \$2,160.00 and return the interest in the amount of \$98.90.
- [26] The Landlord Application is allowed, and the Tenant Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit of \$2,160.00 for rent owing for April 2025.
2. The Landlord will return the security deposit interest in the amount of \$98.90 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.