

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 \$800.00 security deposit and interest.

DISPOSITION

[3] I find that the Landlord will keep the Tenant’s \$800.00 security deposit and interest.

BACKGROUND

[4] The Landlord, the Tenant and another tenant (JH) entered into a written, fixed-term tenancy agreement for the Unit (the “Tenancy Agreement”) from February 1, 2025 to January 31, 2026. The Tenant paid a security deposit of \$800.00. Rent in the amount of \$1,250.00 was due on the first day of the month. JH moved out of the Unit early in the tenancy.

[5] On July 7, 2025 the Tenant informed the Landlord that the Tenant had vacated the Unit on July 4, 2025.

[6] On July 16, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the security deposit.

[7] On October 15, 2025 the Rental Office emailed the Tenant regarding the Application.

[8] On October 20, 2025 the Rental Office emailed the parties notice of a paper-based hearing with a submission timeline of October 30, 2025. Only the Landlord submitted evidence and a certificate respecting evidence.

[9] On October 20, 2025 the Rental Office also telephoned the parties regarding the notice of paper-based hearing.

[10] On November 3, 2025 a 24-page evidence package was sent to the parties.

[11] On November 7, 2025 the Rental Office emailed the parties to advise that the Rental Office received no response to the evidence package.

[12] On November 13, 2025 I issued this decision.

ISSUE

A. Can the Landlord keep the Tenant’s security deposit?

ANALYSIS & CONCLUSION

[13] The Landlord’s undisputed evidence establishes that the Tenant is responsible for July 2025 rent, which exceeds the \$800.00 security deposit and interest.

[14] The Tenant did not provide proper notice to end the Tenancy Agreement and the Landlord lost rental income. The Landlord found a new tenant to re-rent the Unit in August of 2025.

[15] I find that the Landlord will keep the Tenant’s \$800.00 security deposit and interest.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's \$800.00 security deposit and interest.

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

(sgd.) Andrew Cudmore

Andrew Cudmore
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.