

**INTRODUCTION**

- [1] This decision determines two applications filed by the Tenant and the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The parties dispute the date the tenancy ended.
- [3] The Tenant claims against the Landlord for double the security deposit, including interest on the original amount, in the total amount of \$3,127.18.
- [4] The Landlord claims against the Tenant for rent owing, cleaning and cockroach remediation, in the total amount of \$2,375.00.

**DISPOSITION**

- [5] The tenancy ended April 30, 2025.
- [6] The Landlord must pay the Tenant double the security deposit, including interest, in the amount of \$3,127.18 by the timeline below.
- [7] The Landlord's claims are denied because the Landlord filed too late.

**BACKGROUND**

- [8] The Landlord is the property manager for the Unit.
- [9] In November 2023 the Tenant moved into the Unit under a subletting agreement.
- [10] On February 21, 2025 the Tenant and the property owner signed a *Form 1 Standard Form of Tenancy Agreement* for the period of February 21, 2025 to June 14, 2025. Rent in the amount of \$1,550.00 was due on the first day of the month. The Tenant paid the former tenant \$1,550.00 for the security deposit, which the property owner continued to hold.
- [11] On March 23, 2025 the Tenant emailed the Landlord notice that he intended to vacate the Unit at the end of April 2025.
- [12] On April 30, 2025 the Tenant vacated the Unit.
- [13] On May 7, 2025 the Landlord emailed the Tenant a *Form 2(B) Landlord Application to Determine Dispute*. The Landlord did not file this application with the Rental Office.
- [14] On May 21, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking the return of the security deposit.
- [15] On October 15, 2025 the Rental Office emailed the parties notice of a telephone hearing scheduled for November 27, 2025, along with a copy of the Tenant Application.
- [16] On October 17, 2025 the Rental Office emailed the parties a new notice of a telephone hearing scheduled for December 11, 2025.
- [17] On November 27, 2025 the Landlord emailed evidence to the Rental Office. Included in these documents was evidence to a *Form 2(B) Landlord Application to Determine Dispute* dated May 7, 2025.
- [18] On December 4, 2025 the Rental Office provided a TitanFile link to the parties, which provided access to an 83-page PDF and 4-video evidence package.

- [19] On December 11, 2025 the telephone hearing was postponed due to an error and scheduling conflict with the Rental Office.
- [20] On December 11, 2025 the Rental Office emailed the parties a new notice of teleconference hearing scheduled for December 12, 2025. The Rental Office also requested that the Landlord file their *Form 2(B) Landlord Application to Determine Dispute* and serve a copy to the Tenant.
- [21] On December 12, 2025 the Tenant and the Landlord joined the telephone hearing. During the hearing the Landlord filed the *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office and served a copy to the Tenant. The Landlord Application seeks compensation against the Tenant for rent owing, cleaning and cockroach remediation. The parties confirmed that they received the evidence package and that all evidence submitted to the Rental Office was included.

## ISSUES

- A. What date did the tenancy end?
- B. Must the Landlord return the security deposit and pay the Tenant double the security deposit?
- C. Was the Landlord Application filed within six-months of the end of the tenancy?

## ANALYSIS

### A. What date did the tenancy end?

- [22] The evidence establishes that the Tenant originally occupied the Unit under a subletting agreement; however, the Tenant later signed a fixed-term tenancy agreement with the property owner in February 2025.
- [23] Subsection 55(3) of the *Act* sets out the notice requirements for a fixed-term tenancy, stating:
- 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.*
- [24] The evidence establishes that the fixed-term end date was June 14, 2025. However, on March 23, 2025 the Tenant provided written notice to the Landlord that he was vacating on April 30, 2025.
- [25] The Landlord responded to the Tenant's email stating that she required a *Form 3 Tenant Notice of Termination* and that if the Unit was cleaned then the security deposit would be returned within 15 days.
- [26] The Landlord stated that if the Tenant had given a *Form 3*, then she would have permitted the fixed-term tenancy to end on April 30, 2025.
- [27] I find that a Tenant is not required to give a landlord a *Form 3 Tenant Notice of Termination*.
- [28] Subsection 53(f) of the *Act* sets out the notice requirements, stating in part:
- In order to be effective, a notice of termination shall be in writing and shall*
- (f) *when given by a landlord, be in the approved form.*

- [29] I find that a tenant is not required to give a landlord notice on the approved form (the *Form 3 Tenant Notice of Termination*). I find that the Tenant emailed the Landlord and provided the notice in writing to end the tenancy effective April 2025.
- [30] Despite the Tenant's notice not complying with the notice requirements under subsection 55(3) of the *Act*, I find that the Landlord permitted the early end of the tenancy.
- [31] Section 5 of the *Act* does not provide landlords with the same protection against waiving their rights under the *Act* as it does for tenants.
- [32] I find that based on the Landlord's email response to the Tenant on March 24, 2025 and what the Landlord stated during the hearing, the tenancy ended by mutual agreement on April 30, 2025.

**B. Must the Landlord return the security deposit and pay the Tenant double the security deposit?**

- [33] Section 40 of the *Act* addresses the retention and return of a security deposit, stating in part, as follows:
- (1) *Except as provided in subsection (2) or (3), within 15 days after the date the tenancy ends or is assigned, the landlord shall either*
    - (a) *issue payment as provided in subsection (5), of any security deposit to the tenant with interest calculated in accordance with the regulations; or*
    - (b) *make an application to the Director under section 75 claiming against the security deposit.*
  - (2) *A landlord may retain from a security deposit an amount that*
    - (a) *the Director has previously ordered the tenant to pay to the landlord; and*
    - (b) *remains unpaid at the end of the tenancy.*
  - (3) *A landlord may retain an amount from a security deposit if*
    - (a) *at the end of a tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant; or*
    - (b) *after the end of the tenancy, the Director orders that the landlord may retain the amount.*
  - (4) *Where a landlord does not comply with this section, the landlord*
    - (a) *shall not make a claim against the security deposit; and*
    - (b) *shall pay the tenant double the amount of the security deposit.*
- [34] For the reasons below, I find that the Landlord must pay the Tenant double the security deposit, including interest on the original balance, in accordance with subsection 40(4) of the *Act*.
- [35] I find that the tenancy ended by mutual agreement on April 30, 2025. That means that the Landlord had until May 15, 2025 to either return the full amount of the Tenant's security deposit or file an application with the Rental Office seeking to keep all or a portion of the security deposit.
- [36] The evidence establishes that on May 7, 2025 the Landlord emailed the Tenant what is now the Landlord Application. The Landlord did not file the Landlord Application with the Rental Office until December 12, 2025.
- [37] On November 27, 2025 the Landlord included the Landlord Application in their evidence submissions.

- [38] It was not until the date of the hearing that the Landlord filed the Landlord Application with the Rental Office and carbon copied the Tenant in the email. The Tenant confirmed that he received the email at the hearing.
- [39] Subsection 40(1) of the *Act* requires a landlord to issue payment of the security deposit to the tenant or file an application with the Rental Office within 15 days after the tenancy is assigned or ends. If a landlord fails to do either one of the options under subsection (1) and is not exempted under subsections (2) or (3), then a landlord must pay the tenant double the security deposit and make no claim against the security deposit under subsection (4).
- [40] In this case, the tenancy ended by mutual agreement on April 30, 2025. There was no agreement between the parties that the Landlord could keep the security deposit. There are no outstanding Rental Office Orders allowing the Landlord to keep the Tenant's security deposit, or that the Tenant has an outstanding monetary Order against them.
- [41] I find that the Landlord did not comply with section 40 of the *Act*. Therefore, by operation of law, the Landlord must pay the Tenant double the security deposit, plus interest on the original amount, calculated as follows:

Item	Amount
Security Deposit	\$1,550.00
Interest on Security Deposit (31 MAR 25 – 12 DEC 25)	\$27.18
Double the Security Deposit	\$1,550.00
<b>Total</b>	<b>\$3,127.18</b>

- [42] The Tenant Application is allowed.

**C. Was the Landlord Application filed within six-months of the end of the tenancy?**

- [43] I have found in this decision that the tenancy ended April 30, 2025.
- [44] I have also found that the Landlord filed and then served the Landlord Application on December 12, 2025.
- [45] Subsection 75(1) of the *Act* states in part:

*Except as otherwise provided in this Act, a tenant, a landlord or a person representing a tenant or landlord may, during or within six months after termination of a tenancy agreement, make an application to the Director to determine...*

- [46] I find that the Landlord had until October 30, 2025 to file the Landlord Application and then serve the Landlord Application to the Tenant within five days (November 4, 2025).
- [47] The evidence establishes that the Landlord only served the Landlord Application to the Tenant on May 7, 2025 and did not file it with the Rental Office. It was not until November 27, 2025 that the Landlord provided a copy of the Landlord Application to the Rental Office through evidence submissions. Even if I was to accept November 27, 2025 as a filing date, the Landlord Application was not served to the Tenant within five days. November 27, 2025 would also be outside the six-month limitation period.
- [48] I find that I do not have the jurisdiction (authority) to consider the Landlord Application and its claims. Therefore, the Landlord Application is denied.

## Conclusion

- [49] The Tenant Application is allowed. The Landlord must pay the Tenant \$3,127.18 by the timeline below.
- [50] The Landlord Application is denied because it is outside the six-month limitation period under the *Act*.

## IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant \$3,127.18 by January 30, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 12th day of December, 2025.

(sgd.) Cody Burke

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**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.