

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 Landlords seek to keep the security deposit for rent owing for a total claim of \$5,900.00.

DISPOSITION

- [3] I find that the Landlords' total established rent owing claim is \$3,300.00.
- [4] The Landlords will keep the security deposit, including interest, in the amount of \$2,732.40.
- [5] The Tenants will pay the Landlords the balance of \$567.60 by the timeline below.

BACKGROUND

- [6] The Unit is a single-family house owned by the Landlords.
- [7] On November 15, 2023, T1, T2, TW, and the Landlords entered into a written fixed-term tenancy agreement for the Unit, effective from November 15, 2023, to November 14, 2024. The tenancy then continued on a monthly basis. Rent was \$2,600.00 due on the first day of the month. A security deposit of \$2,600.00 was paid on October 31, 2023.
- [8] In January 2025, TW moved out of the Unit. T1 and T2 remained living in the unit (the "Tenants").
- [9] On October 10, 2025, the Landlords served the Tenants with a *Form 4(A) Eviction Notice* effective October 30, 2025, for failing to pay rent in the amount of \$3,400.00 (the "Notice").
- [10] On November 5, 2025, the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking rent owing and vacant possession of the Unit.
- [11] On November 13, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for December 2, 2025.
- [12] On November 25, 2025, the Rental Office sent the parties a 149-page evidence package.
- [13] On December 2, 2025, the Landlords, the Landlord's representative (the "Representative"), the Tenants and TW participated in a teleconference hearing. The parties confirmed that all the evidence they submitted to the Rental Office was included in the Evidence Package ("EP").
- [14] On December 3, 2025, the Landlords determined the Unit was vacant. Therefore, I do not need to make a determination on this matter.
- [15] After the hearing, the parties submitted additional evidence, which was added to the record and shared with the other party.

ISSUES

- A. Who are the applicable respondents to the Application?
- B. Do the Tenants owe the Landlords rent?

ANALYSIS**A. Who are the applicable respondents to the Application?**

- [16] T1 stated that he should be the sole party responsible for any rent owing claims. T1 stated that T2 had vacated the Unit on October 2, 2025, and TW vacated on January 7, 2025. T1 stated that he was the only Tenant living in the Unit when the Notice was served.
- [17] The Landlords stated that T1, T2, and TW should all be responsible for the rent owing claims, as all three signed the tenancy agreement. The Landlords stated they were not notified that T2 or TW had moved out of the Unit until T1 notified them in October 2025.
- [18] 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.
- [19] Regarding TW, in the Landlords' submissions, the Landlords stated: "On January 7, 2025, we were unexpectedly informed by [T1] (via text) that [TW] had moved out..."
- [20] This is supported by a text message submitted in evidence from T1 to the Landlords, dated January 7, 2025. In the message, T1 notified the Landlords that TW had moved out of the Unit.
- [21] Based on the evidence, I find that TW had provided the Landlords notice on January 7, 2025, which ended TW's tenancy on February 28, 2025, under subsection 55(2) of the Act.
- [22] Section 75 of the Act permits a party to make application to the Rental Office within six months after the termination of a tenancy. In this case, six months from the end of TW's tenancy was August 31, 2025. As the Application was not filed until November 5, 2025, I find that the Application was filed after the six-month statutory limitation period. Therefore, I find that the Landlords are unable to make a claim for rent owing against TW.
- [23] Regarding T1 and T2, in the Landlords' submissions, the Landlords stated: "...on October 2, 2025, [T1] informed us that [T2] had also left the property—again without any notice."
- [24] Based on T2 providing notice on October 2, 2025, I find that T2's tenancy would have ended on November 30, 2025.
- [25] However, when the Landlords served the Notice on October 10, 2025, T1 and T2 were then required to vacate the Unit by October 30, 2025. As such, I find that T1's and T2's notice requirements under subsection 55(2) no longer applied.
- [26] As T1 and T2 did not dispute the Notice, T1 and T2 are deemed to have accepted October 30, 2025, as the vacate date, under subsection 60(5) of the Act. Therefore, I find that the tenancy between the Landlords and T1 and T2 ended on October 30, 2025.
- [27] I find that as the Application was filed within six months of the termination of T1's and T2's tenancies, T1 and T2 are both respondents to the Application.

B. Do the Tenants owe the Landlord rent?

- [28] The Landlords stated they are claiming rent owing for September 2025 in the amount of \$700.00, October 2025 in the amount of \$2,600.00, and November 2025 in the amount of \$2,600.00, totalling \$5,900.00.
- [29] The Landlords stated that after the December 2, 2025, teleconference hearing, the Representative posted a 24-hour notice of inspection on the Unit's door and notified T1. The Landlords stated that on December 3, 2025, the Representative confirmed the Tenants had vacated and the Landlords regained possession of the Unit.
- [30] The Landlords stated that the Tenants lived in the Unit in September and October and owe rent for those months. The Landlords stated that the Tenants also owe rent for November because either they did not vacate the Unit by October 30, 2025, or they did not notify the Landlords of their departure. The Landlords stated that either way, the Tenants were overholding and the Landlords were unable to regain possession of the Unit until December 3, 2025.
- [31] T1 stated that he had a verbal agreement with the Landlords to stay in the Unit until October 30, 2025. T1 stated that because T2 and TW moved out of the Unit, he was unable to continue paying rent on his own. T1 stated that he was the last Tenant living in the Unit and vacated the Unit on October 30, 2025. T1 stated that if the Notice was emailed to him, he did not see it.
- [32] T1 stated that he will take responsibility for the rent owed. T1 agreed that he owes \$700.00 in rent for September and \$2,600.00 in rent for October. T1 disputed that he owed rent for November, as the Tenants were not living in the Unit during that month and vacated on October 30, 2025, as required. T1 stated that he was trying to meet with the Representative to return the garage door opener, but he had been busy.
- [33] I find that the Landlords have established that the Tenants owe the Landlords \$700.00 in rent for September 2025 and \$2,600.00 in rent for October 2025, totalling \$3,300.00.
- [34] However, I find that the Landlords have not established that the Tenants owe the Landlords rent for November 2025.
- [35] Despite the Landlords stating that the Tenants were not communicating with them regarding vacating the Unit, the Landlords could have had a Landlord representative attend the Unit on or after the Notice's October 30, 2025, vacate date to determine if the Tenants had vacated. However, the Landlords did not post a 24-hour notice of inspection until December 2, 2025, and did not determine the Tenants had vacated until December 3, 2025. Therefore, I find that the Landlords failed to take appropriate steps to mitigate their damages under section 46 of the Act.
- [36] I find that the tenancy between the Landlords and the Tenants ended on October 30, 2025, as stated in the Notice. There is insufficient evidence that the Tenants were overholding past the vacate date. The rent owing claim for November 2025 is denied.

CONCLUSION

- [37] I find that the Landlords' total established rent owing claim is \$3,300.00.
- [38] I find that the Landlords will keep the security deposit, including interest, in the amount of \$2,732.40. The security deposit interest is calculated from the payment date to the date of this Order.
- [39] The Tenants must pay the Landlords the balance of \$567.60 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlords' total established rent owing claim is \$3,300.00
2. The Landlords will keep the security deposit, including interest, in the amount of \$2,732.40.
3. The Tenants will pay the Landlords \$567.60 by January 19th, 2026.

DATED at Charlottetown, Prince Edward Island, this 19th day of December, 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.