

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks an order against the Tenants for rent owing and earlier termination of the tenancy agreement.
- [3] The Tenants are individually referred to as: "LT" and "TH."

DISPOSITION

- [4] The Tenants must pay the Landlord rent owing in the amount of \$2,003.23 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom rental unit within a triplex.
- [6] On May 1, 2025 the Tenants moved into the Unit and entered into a written, one-year fixed-term tenancy agreement. Rent in the amount of \$2,300.00 was due on the first day of the month. The Tenants paid a \$2,300.00 security deposit at the beginning of the tenancy.
- [7] On October 1, 2025 LT vacated the Unit without notifying the Landlord.
- [8] On November 16, 2025 LT emailed the Landlord's representative (the "Representative") notice that she had vacated the Unit and requested that the Representative create a new tenancy agreement solely with TH.
- [9] On December 3, 2025 the Landlord served the Tenants with two identical *Form 4(A) Eviction Notices* with a vacate date of December 10, 2025 (the "Rent Notices") by taping the Rent Notices to the door and by email.
- [10] I note that the effective dates are automatically corrected to December 23, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 60(1).
- [11] On December 29, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD26-033. The Application also seeks rent owing and earlier termination of the tenancy, which is determined in this decision. The Landlord posted the Application to the Unit's door and emailed it to the Tenants.
- [12] On December 31, 2025 the Landlord amended the Application. The Landlord taped the amended Application to the Unit's door.
- [13] On December 31, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with a vacate date of January 31, 2026 (the "Damage Notice") for non-payment of rent, number of occupants, damage and breach of a material term of the tenancy agreement. The Landlord served the Damage Notice by taping it to the Unit's door and by email.
- [14] On January 12, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 22, 2026.
- [15] On January 20, 2026 the Rental Office emailed the parties a 52-page PDF evidence package.

- [16] On January 22, 2026 the Representative and LT joined the teleconference hearing for determination of the Application. I telephoned and emailed TH and received no response. The hearing proceeded in TH's absence about ten minutes after the scheduled time.

ISSUES

- A. Do the Tenants owe rent to the Landlord?
- B. Should the tenancy be terminated early?

ANALYSIS

Rent Owning

- [17] In Order LD26-033 the tenancy is terminated effective February 6, 2026.
- [18] LT stated that she vacated the Unit in October 2025, however, did not notify the Landlord until November 16, 2025 that she had vacated. LT stated that the reason she vacated the Unit were concerns of family violence.
- [19] The Landlord served the Rent Notices on December 3, 2025 for non-payment of rent. The effective date for the Rent Notices was December 23, 2025. The evidence establishes that LT vacated the Unit before the effective date on the Rent Notices. LT stated that she believed TH no longer lives in the Unit but was unsure the date he vacated.
- [20] The Representative stated that on December 27, 2025 he inspected the Unit. The Representative stated that the Tenants were not at the Unit, however, some furniture remained in the Unit. The Representative stated that he called TH about the property and that TH stated he would remove the items.
- [21] The Representative stated that he has not inspected the Unit since.
- [22] I find that there is insufficient evidence to conclude that the Tenants occupied the Unit past December 27, 2025. Therefore, the total amount of rent that the Tenants must pay to the Landlord is \$2,003.23, which is pro-rated December 2025 rent (27 days divided by 31 days multiplied by \$2,300.00).
- [23] Further, I find that LT's submissions indicated family violence concerns leading to her early departure from the Unit. The evidence establishes that LT provided notice to the Landlord on November 16, 2025. The earliest that the tenancy would have ended under section 56 would be December 31, 2025. In these circumstances, it would have ended after the effective date of the Rent Notices.
- [24] I note that subsection 40(2) of the *Act* authorizes a landlord to keep from a security deposit an amount that the Rental Office has ordered a tenant to pay to the landlord and that remains unpaid at the end of the tenancy.
- [25] The Application is allowed in part.

Early Termination

- [26] It is unnecessary to make a determination on the Landlord's request for early termination of the tenancy. In Order LD26-033 the Landlord is already granted vacant possession of the Unit effective February 6, 2026. This is the earliest possible date which the Landlord may take possession of the Unit under the *Act*.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlord the amount of \$2,003.23 by March 2, 2026.

DATED at Charlottetown, Prince Edward Island, this 28th day of January, 2026.

(sgd.) Cody Burke

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.