

INTRODUCTION

- [1] This decision determines an application filed by the Landlords with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlords seek to keep the Tenant's security deposit for rent owing, in the amount of \$904.77.

DISPOSITION

- [3] The Landlords have established a rent owing claim against the Tenant, in the amount of \$904.77.
- [4] The Landlords will keep the Tenant's security deposit, in the amount of \$904.77. The Landlords will return the accrued interest to the Tenant, in the amount of \$11.43 by the timeline below.

BACKGROUND

- [5] The Unit is a bachelor unit in a 4-unit building, owned by the Landlords.
- [6] On September 9, 2025 the Tenant paid the Landlords a \$904.77 security deposit.
- [7] On September 10, 2025 the parties signed a written, *Form 1 Standard Form of Rental Agreement*.
- [8] On September 26, 2025 the parties signed a written, monthly *Form 1 Standard Form of Tenancy Agreement* (the "Tenancy Agreement") beginning October 1, 2025. Rent in the amount of \$904.77 was due on the first day of the month.
- [9] On September 28, 2025 the Tenant moved into the Unit early.
- [10] On September 29, 2025 the Tenant vacated the Unit.
- [11] On October 8, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenant's security deposit for rent owing. The Application was served to the Tenant by email.
- [12] On December 5, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 22, 2026.
- [13] On January 13, 2026 the Rental Office emailed the parties a 33-page PDF evidence package.
- [14] On January 22, 2026 the Landlords and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted was included in the evidence package.

ISSUE

- A. Have the Landlords established a rent owing claim against the Tenant?

ANALYSIS

- [15] The Landlords have the onus to prove their claim against the Tenant on the civil standard of a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claim is more likely correct than not.
- [16] For the reasons below, I find that the Landlords can keep the Tenant's security deposit for rent owing, in the total amount of \$904.77. The Landlords will return the accrued interest to the Tenant.

- [17] The Landlords' evidence is that the Tenant signed a monthly tenancy agreement and moved into the Unit on September 28, 2025. The Landlords stated that on September 29, 2025 the Tenant text messaged the Landlords stating that the Unit would not work and the Tenant did not want to continue the tenancy.
- [18] The Landlords stated that they reached out to another prospective tenant, who accepted the Unit for November 1, 2025. The Landlords stated that the prospective tenant needed to give notice to their landlord.
- [19] The Landlords stated that the personal belongings referred to by the Tenant were there for the Tenant's convenience and could have easily been stored away.
- [20] The Landlords stated that because the Tenant gave insufficient notice and a new tenant was not able to occupy the Unit until November 2025, the Landlords are seeking to keep the Tenant's security deposit for October 2025's rent.
- [21] The Tenant stated that the Unit contained numerous personal belongings of the Landlords, which included pots, pans, food, and some furniture. The Tenant stated that due to the Landlords' personal belongings, the Unit was not move-in ready. The Tenant stated that they did not have exclusive possession of the Unit.
- [22] The Tenant stated that the Landlords did not take reasonable mitigation efforts because the Landlords refused reasonable replacement tenants found by the Tenant.
- [23] I find that the evidence provided establishes that the Tenant gave insufficient notice to end the tenancy, as required under subsection 55(2) of the *Act*.
- [24] Despite the Tenant's evidence of insufficient mitigation efforts by the Landlords, I find that the Landlords' evidence establishes that reasonable mitigation efforts were completed to find a new tenant for November 1, 2025. The Landlords' evidence establishes that they contacted the next interested tenant for the Unit after receiving the Tenant's notice.
- [25] I further find that despite the Tenant's evidence regarding the condition of the Unit or evidence about exclusive possession of the Unit, these complaints did not absolve the Tenant of their notice requirements under the *Act*.
- [26] As a result, I find that the Application is allowed. The Landlords will keep the Tenant's security deposit for rent owing for October 2025, in the amount of \$904.77.
- [27] The Landlords will return to the Tenant the accrued interest, in the amount of \$11.43 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenant's security deposit, in the total amount of \$904.77.
2. The Landlords will pay the Tenant \$11.43 by April 7, 2026.

DATED at Charlottetown, Prince Edward Island, this 5th day of March, 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.