

INTRODUCTION

- [1] This decision addresses an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks to keep the Tenant's security deposit plus interest for rent owing.

DISPOSITION

- [3] The Landlord is entitled to retain a portion of the Tenant's security deposit in the amount of \$560.50 for rent owing.
- [4] The Landlord will return to the Tenant the remaining balance of the security deposit, including accrued interest, in the amount of \$118.99, in accordance with the timeline set out below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom apartment located in a four-unit building owned by the Landlord.
- [6] On July 15, 2020, the Tenant paid a \$625.00 security deposit to the Landlord and moved into the Unit.
- [7] On June 1, 2021, the parties signed a written tenancy agreement that continued on a monthly basis. The Tenant was required to pay rent of \$672.60 on the first day of each month.
- [8] On October 21, 2025, the Tenant gave notice to the Landlord that she would move out on October 31, 2025.
- [9] The Tenant moved out of the Unit on or about October 31, 2025.
- [10] On November 5, 2025, the Landlord gave the Tenant a *Form 4(A) Eviction Notice* for unpaid rent, ending the tenancy on November 25, 2025 (the "Notice").
- [11] On November 14, 2025, the Landlord 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 Landlord gave the Tenant a copy of the Application on November 18, 2025.
- [12] On November 18, 2025, the Tenant returned the keys and gave the Unit back to the Landlord.
- [13] On January 29, 2026, the Rental Office e-mailed the parties notice of a teleconference hearing scheduled for March 3, 2026.
- [14] On February 25, 2026, the Rental Office provided the parties with a 138-page PDF evidence package.
- [15] On March 3, 2026, the Landlord's representative (the "Representative") and the Tenant participated in the hearing. Both parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

ISSUE

- A. Has the Landlord established a rent owing claim against the Tenant?

ANALYSIS & FINDINGS

- [16] The Landlord has 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.
- [17] The Landlord seeks to keep the Tenant's security deposit plus accrued interest for unpaid rent, in the amount of \$672.60.
- [18] The security deposit plus accrued interest totals \$679.49.

Landlord evidence

- [19] The Landlord's evidence was summarized and presented by the Representative.
- [20] The Representative stated that the Tenant gave insufficient notice and vacated the Unit without paying November 2025's rent, in the amount of \$672.60.
- [21] The Representative stated that the Tenant moved-out of the Unit on or around October 31, 2025; however, the move-out inspection was not completed until November 18, 2025. During the inspection, the Tenant returned the keys to the Landlord.
- [22] The Landlord gave the Tenant the Notice on November 5, 2025 for unpaid rent.

Tenant evidence

- [23] The Tenant did not dispute giving the Landlord insufficient notice.
- [24] The Tenant stated that the reason she moved-out of the Unit was because of the Unit's poor condition. The Tenant stated that she did not call Environmental Health during the tenancy.
- [25] The Tenant did not dispute the timeline of events in the Landlord's evidence.

Determination

- [26] I find that the evidence presented establishes that the Tenant gave the Landlord insufficient notice to end the tenancy, as required under subsection 55(2) of the *Act*. The tenancy was on a monthly basis, and the Tenant gave the Landlord notice on October 21, 2025. This means that the earliest date the tenancy could have ended was November 30, 2025.
- [27] However, the Landlord gave the Tenant the Notice on November 5, 2025 for unpaid rent, which ended the tenancy on November 25, 2025, which is the minimum notice requirement under subsection 60(1) of the *Act*.
- [28] Despite the Tenant's evidence regarding the condition of the Unit, I find that these complaints did not absolve the Tenant of their notice requirements under the *Act*.
- [29] The Tenant returned the keys to the Landlord on November 18, 2025, however, there is insufficient evidence to establish that the parties agreed to end the tenancy early.
- [30] Based on the evidence presented, I find that the tenancy ended November 25, 2025 due to the Notice.
- [31] Therefore, the Tenant owes the Landlord pro-rated rent for November 2025, in the amount of \$560.50 (25 days divided by 30 days multiplied by \$672.60).

- [32] The Application is allowed, in part. The Landlord has established a rent owing claim, in part.
- [33] The Landlord is entitled to retain a portion of the Tenant's security deposit in the amount of \$560.50 for rent owing.
- [34] The Landlord will return to the Tenant the remaining balance of the security deposit, including accrued interest, in the amount of \$118.99, in accordance with the timeline set out below.
- [35] My calculations are as follows:

Item	Amount
Security deposit	\$625.00
Accrued interest - July 15, 2020 - April 10, 2026	\$54.49
Pro-rated rent - November 1-25, 2025	(\$560.50)
Total	\$118.99

IT IS THEREFORE ORDERED THAT

1. The Landlord is entitled to retain a portion of the Tenant's security deposit in the amount of \$560.50.
2. The Landlord will pay the Tenant \$118.99 by May 11, 2026.

DATED at Charlottetown, Prince Edward Island, this 10th day of April, 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.