

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 an order to keep the Tenants' security deposit for rent owing, in the amount of \$1,800.00.
- [3] The security deposit plus accrued interest totals \$1,865.90.

BACKGROUND

- [4] The Unit is a two-bedroom, two-bathroom apartment located in a 36-unit building owned by the Landlord since 2020.
- [5] On November 17, 2024, the parties entered into a written, one-year fixed-term tenancy agreement, which expired November 30, 2025. Rent in the amount of \$1,800.00 was payable on the first day of the month.
- [6] On November 30, 2024, the Tenants paid the Landlord a \$1,800.00 security deposit. The parties also completed a *Form 5 Landlord Condition Inspection Report*.
- [7] On December 1, 2024, the Tenants moved into the Unit.
- [8] On September 30, 2025, the Tenants text messaged the Landlord's representative (the "Representative") notice they were vacating the Unit and ending the tenancy by October 31, 2025.
- [9] On October 31, 2025, the Tenants vacated the Unit.
- [10] On November 15, 2025, the Landlord e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking an order to keep the Tenants' security deposit for rent owing (the "Application"). The Application was considered filed on Monday, November 17, 2025.
- [11] On April 13, 2026, the Rental Office provided the parties notice of a teleconference hearing scheduled for April 30, 2026.
- [12] On April 22, 2026, the Rental Office provided the parties a 131-page PDF and 2-video evidence package.
- [13] On April 30, 2026, the Representative, the Landlord's witness and the Tenants participated in the hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

- [14] The Landlord's claim is established, in the total amount of \$1,800.00. The Landlord will keep the Tenants' security deposit to setoff its claim.
- [15] The Landlord will return to the Tenants the accrued interest on the security deposit, in the amount of \$65.90, in accordance with the timeline below.

ISSUE

- A. Has the Landlord established, on a balance of probabilities, a claim for rent owing?

ANALYSIS & FINDINGS

- [16] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the Landlord has the onus to prove its claim on the civil standard of a balance of probabilities.
- [17] The Landlord is seeking to keep the Tenants' security deposit for November 2025's rent owing, in the amount of \$1,800.00.
- [18] Subsection 55(3) of the *Act* provides the Tenants' notice requirements for ending a fixed-term tenancy, stating as follows:
- A tenant may end a fixed-term tenancy by giving the landlord notice of a termination effective on a date*
- (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.*
- [19] However, under subsection 51(3) of the *Act*, landlords and tenants may make a written agreement to end a tenancy early.
- [20] The Landlord's evidence was summarized by the Representative.
- [21] The Representative stated that the Tenants were in a fixed-term tenancy agreement which expired on November 30, 2025. However, on September 30, 2025, the Tenants text messaged the Representative, giving notice that they intended to vacate the Unit on October 31, 2025.
- [22] The Representative stated that she did not agree to end the tenancy on October 31, 2025. The Representative stated that she started advertising the Unit in October 2025 for November 1, 2025.
- [23] The Representative stated that she immediately responded to the Tenants' notice reminding them that their tenancy agreement ended November 30, 2025, and that if a new tenant was not found, then the Tenants would be responsible for November 2025's rent.
- [24] The Tenants' evidence was summarized as followed.
- [25] The Tenants stated that they moved out of the Unit on October 31, 2025, and should not be responsible for paying November 2025's rent.
- [26] The Tenants stated that they decided to move out of the Unit earlier than the end of November 2025 because they were expecting a baby at the end of November 2025. The Tenants stated that they did not want to deal with the burdens of moving so close to the delivery date.
- [27] The Tenants stated that they did not see any mitigating efforts by the Landlord to re-rent the Unit.
- [28] I have reviewed the parties' submissions and evidence presented.
- [29] The evidence presented establishes that the tenancy agreement was for a fixed-term, which expired November 30, 2025. I find that the evidence establishes that the Tenants did not provide the Landlord sufficient notice required under subsection 55(3).
- [30] Further, I find that the evidence presented does not establish that the Landlord agreed to end the tenancy earlier than the fixed-term end date. The text message correspondence submitted into evidence establishes that the Representative responded to the Tenants' notice reminding the Tenants of their fixed-term obligations.

- [31] I accept the Representative's evidence that reasonable efforts were made to re-rent the Unit for November 2025, which satisfied the Landlord's duty to mitigate.
- [32] Despite the Tenants' genuine reasons for wanting to move out of the Unit early, I find that these reasons do not absolve the Tenants of their notice requirements under subsection 55(3).
- [33] Therefore, I find that the Tenants are responsible for the rent owing for the remainder of the fixed-term, ending November 30, 2025.

CONCLUSION

- [34] The Application is allowed.
- [35] The Landlord's claim is established, in the total amount of \$1,800.00. The Landlord will keep the Tenants' security deposit to setoff its claim.
- [36] The Landlord will return to the Tenants the accrued interest on the security deposit, in the amount of \$65.90, in accordance with the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, in the amount of \$1,800.00.
2. The Landlord will return to the Tenants the accrued interest, in the amount of \$65.90 by June 8, 2026.

DATED at Charlottetown, Prince Edward Island, this 8th day of May, 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.