

**INTRODUCTION**

- [1] This decision determines two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant seeks the return of \$700.00 paid to the Landlord, which the Tenant considers to be security deposit funds.
- [3] The Landlord seeks to keep all the money that the Tenant paid, which the Landlord considers to be rent.

**DISPOSITION**

- [4] I find that the Landlord is not required to return any funds to the Tenant.

**BACKGROUND**

- [5] The Unit is a room rental consisting of one-bedroom, a connected living room and shared bathroom and kitchen facilities. The Unit is located in a two-level, four-bedroom, two-bathroom single family home (the "Residential Property").
- [6] The Landlord and the Landlord's spouse ("JI") have owned the Residential Property since March 1, 2022 and they also live in the Residential Property.
- [7] During October and November of 2025 the parties discussed renting the Unit.
- [8] On November 18, 2025 the Tenant e-Transferred \$1,400.00 to the Landlord.
- [9] A tenancy agreement was entered into for the Unit that started on December 27, 2025. Rent in the amount of \$700.00 was due on the 27<sup>th</sup> day of the month. The parties dispute whether a security deposit was paid. The parties did not complete a written and signed tenancy agreement.
- [10] On December 27, 2025 the Tenant, the Tenant's mother ("IC") and the Tenant's sister ("NC") started staying in the Unit.
- [11] On January 7, 2026 NC moved out of the Unit.
- [12] On January 9, 2026 the Tenant and IC moved out of the Unit.
- [13] On January 26, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking the return of \$700.00, which the Tenant considered to be security deposit funds.
- [14] On February 23, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking to keep the \$700.00, which the Landlord considered to be rent.
- [15] On April 28, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for June 9, 2026.
- [16] On May 22, 2026 the Rental Office sent the parties a 136-page PDF evidence package.
- [17] On June 9, 2026 the Landlord and JI joined the tele-hearing. I telephoned the Tenant and left a voicemail message with the teleconference instructions and the Rental Office reception's telephone number. I also emailed the Tenant an additional copy of the tele-hearing information. The hearing proceeded in the Tenant's absence fifteen minutes after the scheduled time.

**ISSUE**

- A. Must the Landlord return money to the Tenant?

**ANALYSIS**

- [18] For the reasons below, I find that the Landlord is not required to return money to the Tenant.
- [19] Whether or not the Tenant's \$1,400.00 payment to the Landlord is considered pre-paid rent or a security deposit, I find that the Landlord is permitted to keep this payment for the Unit's rent from December 27, 2025 to February 26, 2026.
- [20] I note that the evidence presented indicates that the parties intended this payment as rent. The translated messages from the Tenant to the Landlord on October 26, 2025 and November 18, 2025 describes the payment as "*rent in advance*" and "*two months' payment*." It does not appear that the Landlord requested this \$1,400.00 payment. Instead, this amount was offered and paid by the Tenant.
- [21] The Landlord stated that the agreement was for a month-to-month rental with rent due on the 27<sup>th</sup> day of the month. The Tenant's October 27, 2025 translated message states that the rental was for a "*5 months stay*."
- [22] The Landlord stated that on January 4, 2026 the Tenant orally informed the Landlord that the Tenant would be moving out of the Unit. The Tenant Application states that the Tenant informed the Landlord on December 31, 2025 that they received unexpected news of a job opportunity in Newfoundland.
- [23] The Landlord stated that they did not serve the Tenant with an eviction notice.
- [24] I note that the Tenant, NC and IC vacated the Unit with very little notice to the Landlord.
- [25] Under subsection 55(2) of the *Act*, the Tenant was required to provide the Landlord with one full month's written notice at least the day before rent was payable. This subsection states:
- 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.*
- [26] With rent due on the 27<sup>th</sup> day of the month, if the Tenant had provided the Landlord with written notice on December 31, 2025 or January 4, 2026, then the tenancy would only have ended on February 26, 2026. Therefore, the Tenant was responsible for paying two months' rent.
- [27] The Landlord stated that they received no other rental income for the Unit for the months of January, February and March of 2026. The Landlord found a new tenant to move into the Unit around April 1, 2026.
- [28] I find that the Landlord has established a claim for two months' rent. The Tenant Application is denied and the Landlord Application is allowed. The Landlord is not required to return any money to the Tenant.

**Mandatory Written Agreement and Information**

- [29] At the tele-hearing the Landlord stated that the Unit is not licensed under the *Tourism Industry Act*, RSPEI 1988, T-3.3. As a result, the Unit is not exempted from the *Residential Tenancy Act* under subsection 4(a).
- [30] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare written tenancy agreements containing specific information.
- [31] Subsections 11(1) and (2) of the *Act* state:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
  - (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
    - (a) the provisions set out in Division 4;*
    - (b) the correct legal names of the landlord and tenant;*
    - (c) the address of the rental unit;*
    - (d) the date the tenancy agreement is entered into;*
    - (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
    - (f) the services and facilities included in the rent;*
    - (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
    - (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
    - (i) the agreed terms in respect of*
      - (i) the date on which the tenancy starts,*
      - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
      - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
      - (iv) the amount of rent payable for a specified period,*
      - (v) the day on which the rent is due and the frequency of payment,*  
*and*
      - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.*
- [32] The Landlord must ensure that written tenancy agreements are prepared for future tenants. The *Form 1 - Standard Form of Tenancy Agreement* is available on the Rental Office's website at the following link: <https://peirentaloffice.ca/forms/>

**IT IS THEREFORE ORDERED THAT**

1. The Tenant Application is denied and the Landlord Application is allowed. The Landlord is not required to return any money to the Tenant.

**DATED** at Charlottetown, Prince Edward Island, this 10th day of June, 2026.

(sgd.) Andrew Cudmore

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**Andrew Cudmore**  
**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.