

INTRODUCTION

- [1] This decision addresses 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 wants to keep the Tenant’s security deposit, including interest and additional compensation for rent owing, in the total amount of \$3,250.00.
- [3] The security deposit plus accrued interest totals \$667.53.

BACKGROUND

- [4] The Unit is a single bedroom in a six-bedroom, two-and-a-half-bathroom single-family dwelling (the “Residential Property”) owned by the Landlord.
- [5] On June 5, 2025, the parties entered into a fixed-term tenancy agreement for the period of September 1, 2025 to May 31, 2026. Rent in the amount of \$650.00 was due on the first day of the month. A \$650.00 security deposit was paid.
- [6] On October 5, 2025, the Tenant requested the Landlord find a replacement tenant as she intended to vacate the Unit due to conflicts with other tenants at the Residential Property.
- [7] On October 15, 2025, the Tenant gave the Landlord notice that she intended to vacate the Unit by December 31, 2025 due to issues at the Residential Property.
- [8] On November 19, 2025, the Tenant e-mailed the Landlord to clarify that she needed to vacate the Unit by December 31, 2025 because her work permit would not be approved and she needed to leave Canada by December 31, 2025.
- [9] On December 23, 2025, the Tenant vacated the Unit.
- [10] On January 2, 2026, the Landlord e-mailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking to keep the Tenant’s security deposit and additional compensation for rent owing.
- [11] On May 12, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for June 11, 2026.
- [12] On May 22, 2026, the Tenant e-mailed the Rental Office her written submissions and stated that she would not be attending the tele-hearing.
- [13] On May 29, 2026, the Rental Office emailed the parties a 57-page PDF evidence package.
- [14] On June 11, 2026, the Landlord participated in the tele-hearing. The Tenant did not join the tele-hearing. The Landlord confirmed that he received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

- [15] The Landlord has established his claim for rent owing, in the total amount of \$3,250.00.
- [16] The Landlord will keep the Tenant’s security deposit, including interest, in the amount of \$667.53.
- [17] The Tenant must pay the Landlord the remaining balance, in the amount of \$2,582.47 by the timeline below.

ISSUE

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

ANALYSIS & FINDINGS

- [18] When a party makes an application to the Rental Office, the onus is on that party to support their application with compelling evidence. In this case, the Landlord has the onus to prove their claim on the civil standard of a balance of probabilities.

- [19] Subsection 55(3) of the Act states:

A tenant may end a fixed-term 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;*
- (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.*

- [20] The evidence establishes that the tenancy agreement was for a fixed-term with an end date of May 31, 2026. The Tenant gave notice on October 15, 2025 and vacated the Unit on December 23, 2025. This was insufficient notice under subsection 55(3) because the earliest end date was May 31, 2026 under clause 55(3)(b).

- [21] Further, I find that the evidence presented does not establish clauses 56, 56.1, and 57 apply in this case.

- [22] The evidence presented establishes that the Tenant did not pay any further rent under the fixed-term agreement after vacating the Unit from January 1, 2026 to May 31, 2026.

- [23] The Landlord is seeking to keep the security deposit plus interest and compensation for the remaining rental arrears up to the May 31, 2026 end date on the fixed-term agreement.

- [24] The Landlord stated that he did not agree to terminate the tenancy early, allowed the Tenant to find a sublet and made reasonable efforts to re-rent the Unit.

- [25] Section 46 of the Act states:

Where a tenant abandons the rental unit, the landlord shall mitigate damages that may be caused by the abandonment to the extent that a party to a contract is required by law to mitigate damages.

- [26] In October 2025, the Landlord stated that he posted listings on web-based platforms such as 'Kijiji', and allowed the Tenant to attempt to find a sub-tenant in her place, which resulted in three viewings of the Unit on advertisements.

- [27] The Landlord stated he continued to attempt to mitigate his losses throughout the remainder of the tenancy agreement. The Landlord stated that it was a difficult time of year to find a new tenant.

- [28] The Landlord stated that he took additional steps to find a new tenant, which included broadening his tenant pool as he normally only rents to students, and advertised the Unit at a reduced monthly rent.

- [29] The Landlord stated that he moves to Prince Edward Island in the summer months and occupies the Residential Property.

- [30] The Tenant's submissions state that she provided advance notice and made efforts to find a replacement tenant. The Tenant submitted correspondence and advertisements showing her efforts to sublet the Unit.
- [31] I find that, despite the Tenant's genuine efforts to sublet or find a new tenant, the Tenant was still responsible for the fixed-term until the end date of May 31, 2026. The Tenant's "*advance notice*" was insufficient under the *Act*.
- [32] I find that the evidence establishes that the Landlord took reasonable steps in his attempt to mitigate losses immediately following the Tenant's notice to vacate, up until the end of the fixed-term of the tenancy agreement. The Landlord immediately advertised the Unit once the Tenant provided notice, the Landlord allowed the Tenant to find a sublet, the Landlord broadened his tenant prospect pool and the Landlord reduced the monthly rent for the Unit in effort to re-rent it.
- [33] The Landlord was unable to find replacement tenants and did not re-rent the Unit because the Landlord moves back to Prince Edward Island and occupies the Residential Property during the summer months.
- [34] I find that the evidence establishes that the Tenant owes the Landlord rent for January, February, March, April, & May of 2026, in the amount of \$3,250.00.
- [35] The Application is allowed.
- [36] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$667.53.
- [37] The Tenant must pay the Landlord the remaining balance, in the amount of \$2,582.47, by the timeline below.

Tenancy Agreement

- [38] I note that for all tenancy agreements commencing on or after April 8, 2023, landlords are **required** to prepare written tenancy agreements in accordance with sections 10 and 11 of the *Act*.
- [39] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements, such as the rent and services included in the previous tenancy for the rental unit.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$667.53.
2. The Tenant must pay the Landlord \$2,582.47 by July 15, 2026.

DATED at Charlottetown, Prince Edward Island, this 16th day of June, 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.