

INTRODUCTION

- [1] This decision addresses the Tenant's application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant claims against the Landlord for a return of rent and compensation equal to double the security deposit.

BACKGROUND

- [3] The Unit is an apartment in a multi-unit building (the "Residential Property").
- [4] The parties signed a written, one-year fixed-term tenancy agreement effective from November 1, 2025, to October 31, 2026. Rent of \$2,569.00 was due on the first day of the month. The Tenant paid a security deposit of \$2,569.00 on October 28, 2025.
- [5] On February 20, 2026, the Tenant moved out of the Unit.
- [6] On April 2, 2026, the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* requesting a return of rent and double the security deposit (the "Application").
- [7] On May 15, 2026, the Landlord returned the security deposit to the Tenant.
- [8] On June 11, 2026, the Rental Office issued to the parties notice of a tele-hearing scheduled for July 14, 2026.
- [9] On July 7, 2026, the Rental Office issued to the parties an 81-page PDF evidence package.
- [10] On July 14, 2026, the Tenant and two Landlord representatives (the "Representatives") participated in the tele-hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

- [11] The Application is denied.

ISSUE

- A. Must the Landlord return rent to the Tenant and compensate the Tenant double the security deposit?

EVIDENCE

Tenant's evidence and submissions

- [12] The Tenant stated that on January 30, 2026, he provided the Landlord notice and vacated on February 20, 2026. On March 18, 2026, one of the Representatives told the Tenant that the Landlord had found a replacement tenant for the Unit, beginning May 1, 2026. The Representative told the Tenant that he would still be required to pay rent for April because the new tenant was not moving in until May 1, 2026. The Tenant stated that he paid rent through April 2026.

- [13] The Tenant stated that although he paid rent for April, he is seeking a return of April's rent. The Tenant stated that the Landlord should have kept looking for a replacement tenant for the Unit after March 18, 2026, as a replacement tenant may have been found for April instead of for May.
- [14] The Tenant stated he was also seeking compensation equal to double the security deposit. The Tenant stated that the Landlord did not return the security deposit until May 15, 2026. The Tenant stated that the Landlord should have returned the security deposit earlier, as his tenancy could be considered ended as of February 20, 2026, when he moved out of the Unit.

Landlord's evidence and submissions

- [15] The Representatives stated the Tenant provided notice on January 30, 2026, and vacated the Unit on February 20, 2026. They stated that the Tenant provided insufficient notice to end the fixed-term tenancy agreement and did not have a replacement tenant for the Unit.
- [16] The Landlord advertised the Unit for rent and held a first viewing on February 18, 2026, and two more viewings in March 2026. The Landlord was trying to rent the Unit as soon as possible, including for April 2026. Another empty rental unit was also available in the Residential Property, so prospective tenants had two rental units to choose from. Additionally, the other rental unit had a lower rent than the Unit.
- [17] On March 18, 2026, the Landlord found a new tenant for the Unit; however, because the new tenant also had to provide notice to their landlord, the new tenant could not move into the Unit until May 1, 2026.
- [18] The Representatives stated that the tenancy between the Tenant and the Landlord ended on April 30, 2026, when the new tenant took possession of the Unit on May 1, 2026. The Landlord then returned the security deposit, minus an agreed-upon \$75.00 cleaning fee, to the Tenant on May 15, 2026, within the Act's required 15-day timeline.

ANALYSIS & FINDINGS

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

(3) 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] I find that the Tenant did not provide sufficient notice to end the fixed-term under subsection 55(3) of the Act. As the fixed-term was not set to end until October 31, 2026, the maximum rent that could have become owing from March 2026 to October 2026 was \$20,552.00 (8 months x \$2,569.00).
- [21] The Landlord advertised the Unit for rent and held a showing two days before the Tenant vacated, plus two more showings in March. Despite another rental unit being available in the Residential Property for a lower rent, the Landlord found a new tenant on March 18, 2026, for May 1, 2026.
- [22] I find that the Landlord fulfilled its responsibility to try to reduce (mitigate) rental income losses, under section 46 of the Act. The Landlord advertised the Unit in a timely manner after receiving the Tenant's notice and secured a new tenant for the Unit beginning May 1, 2026. The new tenant could not move into the Unit before May 1, 2026 because they had to provide notice to their landlord.

[23] Therefore, I find that the Tenant was responsible for paying the Landlord rent for April 2026 and that the Tenant has not established that the Landlord must return April 2026's rent. This claim is denied.

[24] Subsection 40(1) of the Act states:

Except as provided in subsection (2) or (3), within 15 days after the date the tenancy ends or is assigned, the landlord shall either

- (a) issue payment, as provided in subsection (5), of any security deposit to the tenant with interest calculated in accordance with the regulations; or*
- (b) make an application to the Director under section 75 claiming against the security deposit.*

[25] As I have found that the Tenant was responsible for paying rent for April 2026, and a new tenant moved into the Unit on May 1, 2026, I find that the tenancy between the parties ended on April 30, 2026. Although the Tenant vacated the Unit on February 20, 2026, I find that the tenancy did not end on that date. The Tenant remained responsible for rent through April 30, 2026, while the Landlord mitigated its rental income loss.

[26] The evidence establishes that the Landlord returned the security deposit on May 15, 2026. I find that the Landlord complied with clause 40(1)(a) of the Act and returned the security deposit within the 15-day timeline. Therefore, I find that the Tenant has not established that the Landlord must compensate the Tenant double the security deposit. This claim is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 19th day of August, 2026.

(sgd.) Mitch King

Mitch King
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.