INTRODUCTION

[1] This decision addresses an application the Tenant filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").

[2] The Tenant seeks a return of $450.00 in rent and a $450.00 security deposit.

BACKGROUND

[3] The Unit is a room and shared common spaces in a four-bedroom house (the "Residential Property") owned by the Landlords.

[4] On October 9, 2025, the Tenant paid the Landlords $450.00 for the first month's rent and a $450.00 security deposit.

[5] On October 10, 2025, the Tenant told the Landlords that he no longer wanted to rent the Unit. The Tenant did not sign a tenancy agreement or move into the Unit.

[6] On Friday, April 17, 2026, at 4:49 p.m., the Tenant served and filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application"), seeking a return of rent, double the security deposit, and additional compensation. The Application was deemed served and filed on April 20, 2026, the Rental Office's next business day.

[7] On Saturday, April 18, 2026, the Landlords served and filed a *Form 2(B) Landlord Application to Determine Dispute* seeking compensation from the Tenant, which was deemed served and filed on April 20, 2026, the Rental Office's next business day.

[8] On June 16, 2026, the Landlords withdrew their *Form 2(B) Landlord Application to Determine Dispute.*

[9] On August 6, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for September 8, 2026.

[10] On August 25, 2026, the Rental Office emailed the parties a 69-page PDF evidence package.

[11] On September 8, 2026, the parties were notified that the tele-hearing would be rescheduled due to a scheduling conflict.

[12] On September 21, 2026, the Rental Office emailed the parties notice of a rescheduled tele-hearing for October 1, 2026.

[13] On October 1, 2026, the Tenant and one of the Landlords (the "Landlord"), representing both Landlords, participated in the tele-hearing. The parties confirmed receipt of the evidence package and stated that it contained all evidence the parties submitted.

DISPOSITION

[14] The Tenant did not file the Application within the six-month limitation period under subsection 75(1) of the Act, and the Application is denied.

ISSUE

A. Must the Landlords return the $450.00 rent payment and the $450.00 security deposit payment to the Tenant?

EVIDENCE

The Tenant's evidence is as follows.

[15] During the hearing, the Tenant orally amended the Application, stating that he no longer sought double the security deposit or compensation and was seeking only the return of the $450.00 rent payment and the $450.00 security deposit payment.

[16] On October 9, 2025, the Tenant messaged the Landlord and agreed to rent the Unit. The Tenant e-transferred $450.00 to the Landlord for the first month's rent and $450.00 for the security deposit. The Tenant found a cheaper place to live, and on October 10, 2025, he told the Landlord that he was not going to rent the Unit and he requested a return of the $900.00 he paid.

[17] The Landlord eventually agreed to return the $900.00 by cheque, but the Tenant did not trust that the cheque would be valid. The parties could not agree on a method to return the funds, and the Tenant filed the Application. The Tenant stated he did not sign a tenancy agreement or move into the Unit.

The Landlord's evidence is as follows.

[18] The Landlord agreed to return the security deposit but disputed returning the $450.00 rent payment.

[19] On October 9, 2025, the Tenant messaged the Landlord and agreed to rent the Unit. The Tenant e-transferred $450.00 to the Landlord for the first month's rent and $450.00 for a security deposit. The Landlord prepared a tenancy agreement, and the parties agreed to sign it when the Tenant arrived at the Residential Property.

[20] On October 10, 2025, the Tenant messaged the Landlord stating that he would no longer be moving into the Unit. The Landlord agreed to return the $900.00 by cheque because her e-Transfer account was not working. The Tenant refused to accept the cheque, so the Landlord changed her mind about returning all of the funds paid.

[21] The Landlord stated she seeks to keep the $450.00 rent payment because the Tenant provided insufficient notice to end the tenancy agreement and she suffered a loss of one month's rent. The Landlord stated she did not try to re-rent the Unit after October 10, 2025, and the Unit has not been advertised for rent since that time.

ANALYSIS & FINDINGS

A. Must the Landlords return the $450.00 rent payment and the $450.00 security deposit payment to the Tenant?

[22] Subsection 75(1) of the Act states:

> *Except as otherwise provided in this Act, a tenant, a landlord or a person representing a tenant or landlord may, during or within six months after termination of a tenancy agreement, make an application to the Director to determine*
>
> *(a) a question arising under this Act or the regulations;*
> *(b) whether a provision of a tenancy agreement has been contravened; or*
> *(c) whether a provision of this Act or the regulations has been contravened*.

[23] The evidence establishes that on October 9, 2025, the Tenant paid $450.00 for the first month's rent and a $450.00 security deposit. On October 10, 2025, the Tenant told the Landlord that he was not going to move into the Unit and requested a return of the funds paid. The parties could not agree on a method to return the funds, and on April 20, 2026, the Tenant filed the Application.

[24] In Orders LR25-10, LR25-26, and LR26-29, the *Island Regulatory and Appeals Commission* (the "Commission") determined similar sets of facts.

[25] In LR25-10, the Commission commented that the obligations of a tenancy do not take effect until the date the tenancy agreement is entered into.

[26] In LR25-26, the Commission commented that despite the definition of tenancy agreement under clause 1(w) of the Act, subsections 11(1) and (2) are mandatory and require a landlord to prepare a written tenancy agreement that complies with the Act and includes the agreed terms.

[27] In LR26-29, the Commission stated:

> *"The Commission recognizes that an oral tenancy agreement may, in some circumstances, be legally enforceable. However, the mere payment of money in anticipation of a future tenancy does not, by itself, establish that a tenancy agreement has been concluded. The surrounding circumstances must demonstrate a clear meeting of the minds on the essential terms of the arrangement."*

[28] However, despite the Commission finding no tenancy agreement had been entered into between the parties in those matters, it still found that the matters fell under the Act's jurisdiction.

[29] Similarly, in this matter, no tenancy agreement was signed, the Tenant did not receive keys or take possession of the Unit, and the evidence does not establish that the parties agreed on all the essential terms of the tenancy.

[30] Based on these specific set of facts, I find that no tenancy agreement was entered into between the parties, but that this matter falls under the jurisdiction of the Act.

[31] Therefore, I find that the parties had six months from October 10, 2025, being April 10, 2026, to make an application to the Director under subsection 75(1) of the Act.

[32] The evidence establishes the Tenant did not file the Application until April 20, 2026, which I find was ten days past the six-month limitation period.

[33] The Landlords also did not file a *Form 2(B) Landlord Application to Determine Dispute* until April 20, 2026; however, the Landlords withdrew it on June 16, 2026, so it is not before me for determination.

[34] Therefore, I find that the Tenant did not file the Application within the six-month limitation period under subsection 75(1) of the Act and the Application is denied.

Tenancy agreement

[35] Subsections 11(1) and (2) of the Act require the tenancy agreement to be in writing and to have the formal requirements listed in subsection 11(2) of the Act. The tenancy agreement the Landlords prepared for the Tenant is not on the standard form and does not have all the formal requirements listed. The Rental Office's *Form 1 – Standard Form of Tenancy Agreement* is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Tenant did not file the Application within the six-month limitation period under subsection 75(1) of the Act, and the Application is denied.

DATED at Charlottetown, Prince Edward Island, this 14th day of October, 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.