INTRODUCTION

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

[2] The Landlord seeks to keep the security deposit for rent owing.

BACKGROUND

[3] The Unit is a mobile home owned by the Landlord.

[4] On January 5, 2026, the parties entered into a written monthly tenancy agreement for the Unit. Rent was $1,000.00 per month, payable on the fifth day of the month. The Tenant paid a $1,000.00 security deposit on January 4, 2026.

[5] On July 13, 2026, the Tenant served the Landlord's representative (the "Representative") with a *Form 3 Tenant Notice of Termination,* effective July 31, 2026 (the "Form 3").

[6] On July 31, 2026, the Tenant moved out of the Unit.

[7] On August 10, 2026, the Representative filed and served a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the security deposit for rent owing (the "Application").

[8] On October 6, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for November 12, 2026.

[9] On October 23, 2026, the Rental Office emailed the parties a 33-page PDF evidence package.

[10] On November 12, 2026, the Representative joined the tele-hearing. I telephoned the Tenant, but she did not answer. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time. The Representative confirmed that nothing was missing from the evidence package.

DISPOSITION

[11] The Landlord will keep the $1,000.00 security deposit for the rent owing.

[12] The Landlord must return the accrued interest of $23.96 by the timeline below.

ISSUE

A. Can the Landlord keep the security deposit for rent owing?

EVIDENCE

The Landlord's evidence and submissions

[13] The Representative stated that on July 13, 2026, the Tenant served him with the Form 3 to end the tenancy on July 31, 2026. The Representative told the Tenant that because the parties had a month-to-month agreement, the Tenant had to give the Landlord at least 30 days' notice to end the tenancy. The Tenant vacated on July 31, 2026, and paid rent up to August 4, 2026.

[14] The Representative stated that because rent was due on the fifth of each month, the tenancy could not have ended before September 4, 2026, based on the notice provided.

[15] The Representative stated he advertised the Unit for rent once the Tenant had vacated and secured a new tenant for December 1, 2026. The Representative stated he seeks to keep the security deposit for one month of rent owing because the Tenant gave insufficient notice.

ANALYSIS & FINDINGS

[16] Subsection 55(2) of the Act states:

> *(2) 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.*

[17] I find that the Tenant provided insufficient notice under subsection 55(2) of the Act. The evidence establishes that the Tenant provided the Landlord notice on July 13, 2026, to end the tenancy on July 31, 2026, and vacated on July 31, 2026.

[18] Under subsection 55(2) of the Act, a tenant must provide at least one month's notice to terminate a month-to-month tenancy, and the effective termination date must be the day before rent is payable under the tenancy agreement.

[19] In this case, because rent was payable on the fifth day of each month, the Tenant was required to provide notice at least one month before the termination date, which had to fall on the fourth day of a month. Therefore, I find that the Tenant provided insufficient notice to end the tenancy on July 31, 2026.

[20] I find that the Landlord made reasonable efforts to mitigate its rental income losses under section 46 of the Act. The Landlord advertised the Unit after the Tenant vacated and secured a new tenant for December 1, 2026.

[21] Based on the Tenant's notice, September 4, 2026, was the earliest date the tenancy could have ended under subsection 55(2) of the Act. As the Tenant did not pay rent for the period from August 5 to September 4, 2026, I find that the Tenant owes the Landlord $1,000.00 in unpaid rent.

[22] I find that the Landlord will keep the $1,000.00 security deposit for the rent owing.

[23] The Landlord must return the accrued interest of $23.96 by the timeline below.

[24] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the $1,000.00 security deposit for the rent owing.

2. The Landlord must return the accrued interest of $23.96 by December 18, 2026.

DATED at Charlottetown, Prince Edward Island, this 18th day of November, 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.