



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: June 13, 2025

Dockets: LR25016

Type: Rental Appeal

INDEXED AS: Daniel OluebubeNwankwo v Cosmin Sicoe

2025 PEIRAC 21 (CanLII)

Order No: LR25-19

BETWEEN:

Daniel OluebubeNwankwo (the “Tenant”)

Appellant

AND:

Cosmin Sicoe (the “Landlord”)

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C., Chair
Gordon MacFarlane, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on April 29, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlord will keep the security deposit of \$1,050 for rent owed for February 2025.

B. BACKGROUND

2. This appeal concerns a rental unit located at 4 Lorrie Drive, Cornwall, PEI (the “Rental Unit”). The Rental Unit is a basement apartment in a house that the Landlord owns.
3. The parties entered into a written, fixed-term tenancy agreement for the Unit from June 1, 2024, to June 30, 2025 (“Agreement”). Rent was \$1,050.00, due on the first day of the month. A security deposit of \$1,050.00 was paid by May 24, 2024.
4. The Tenant reported seeing evidence of mice to the Landlord on January 5, 2025. The Landlord put out traps and caught three mice within a few days. The Landlord has not seen evidence of any further mice since that time.
5. The Tenant advised the Landlord on January 25, 2025 that he was leaving the Rental Unit and moved out of the Unit on January 31, 2025. The Landlord attempted to find a replacement Tenant for the first of February but did not have any success.
6. On February 3, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”). The Application seeks to keep the security deposit for rent owed for February 2025.
7. On March 6, 2025, the parties participated in the teleconference hearing with the Rental Office.
8. On March 28, 2025, the Rental Office issued order LD25-118, which ordered that the Landlord will keep the security deposit of \$1,050 for rent owed for February 2025.
9. The Tenant appealed Order LD25-118 on March 28, 2025.
10. The Commission heard the appeal on April 29, 2025, by way of telephone conference. The Tenant and the Landlord attended the hearing.
11. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

C. DISPOSITION

12. The appeal is denied. The security deposit shall be retained by the Landlord as the Tenant did not provide sufficient notice before leaving the Rental Unit.

D. ISSUES

13. Does the evidence justify returning all or some of the security deposit to the Tenant?

E. SUMMARY OF EVIDENCE

14. The Tenant testified that the Landlord had previous knowledge of mouse issues at the Rental Unit. The Tenant testified that he did report the mouse issue to the Landlord. The Tenant noticed that some of his food had been nibbled by mice and the Tenant also had to clean up mouse droppings. He notified the Landlord who then set traps within a day or so. Mice were caught in the traps. The Tenant stated that the Landlord should have hired a professional exterminator and that mousetraps were a "Band-Aid solution". The Tenant stated he did see dead mice in the traps but never saw any alive as they are very sneaky. The Tenant stated that he was terrified of his food being contaminated by the mice.
15. The Landlord testified that it is known on Prince Edward Island that mice will often move in to homes at the start of winter but that he has never directly had an issue with mice in the Rental Unit before this occurrence. The Landlord testified that after the Tenant contacted him he went and picked up some traps. The Landlord caught three mice in a few days. He checked the traps daily and no more mice were caught. He was unable to find the entry point for the mice. The Landlord stated that the Tenant only gave him 6 days notice that he was leaving and the Landlord was unable to find a new tenant in only 6 days. The Landlord claims the security deposit as one month's rent in lieu of notice. The Landlord explained that the Rental Unit is a basement apartment in the Landlord's home. The Landlord had noticed some mouse droppings in the garage but not in his home. The Landlord did not pursue any additional rent for the balanced of the rental term.

F. ANALYSIS

16. The Commission denies the appeal. The damage deposit is to be released to the Landlord with the accrued interest being payable to the Tenant. The Tenant did not comply with the notice provisions under section 55(3) of the *Act*. The Commission further finds that the Landlord did take responsive and reasonable steps to address the problem.
17. The Tenant testified that he suffered a loss of food and also had the inconvenience of cleaning up and disposing of contaminated food and the cleaning up of mouse dropping. While that would be expected, and is not a pleasant situation, the Commission finds that given the timeline involved the disturbance and costs incurred by the Tenant would be marginal. The Landlord accommodated the Tenant by releasing him from his lease obligations subject only to the retention of the security deposit. Even then, the Landlord attempted to find another tenant on the Tenant's behalf.

G. CONCLUSION

18. The appeal is denied and the security deposit shall be retained by the Landlord for failure of the Tenant to give appropriate notice. The accrued interest of \$26.06 shall be returned to the Tenant.

IT IS ORDERED THAT

1. The appeal is denied.

2. The Landlord shall return the \$26.06 set out above to the Tenant within 15 days of this Order.

DATED at Charlottetown, Prince Edward Island, 13th day of June, 2025.

BY THE COMMISSION:

[sgd. Pamela J. Williams, K.C.]

Pamela J. Williams K.C., Chair

[sgd. Gordon MacFarlane]

Gordon MacFarlane, Commissioner

NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.