

INTRODUCTION

- [1] The Landlord seeks to retain a portion of the Tenant's security deposit, in the amount of \$538.91.

DISPOSITION

- [2] I find that the Landlord has established a claim of \$538.91. The Landlord will retain this portion of the Tenant's security deposit.
- [3] The Landlord will return the remaining balance of the Tenant's security deposit and interest, in the amount of \$152.31.

BACKGROUND

- [4] The parties entered into a written, fixed-term tenancy agreement from August 1, 2023 to May 31, 2024. The tenancy then continued on a month-to-month basis. A \$671.00 security deposit was paid at the start of the tenancy. Rent was \$691.00, due on the first day of the month.
- [5] On July 8, 2024 the Tenant gave the Landlord notice that she was vacating the Unit on August 12, 2024.
- [6] On September 16, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking to retain a portion of the Tenant's security deposit. The Landlord emailed the Tenant the Application on September 17, 2024.
- [7] On October 8, 2024 the Rental Office emailed the parties notice of a teleconference hearing scheduled for October 29, 2024, along with a copy of the Application.
- [8] On October 25, 2024 the Rental Office emailed the parties an evidence package.
- [9] On October 29, 2024 only the Landlord called into the hearing at the scheduled time. I telephoned the Tenant and received no answer. After waiting ten minutes the hearing proceeded in the Tenant's absence.

ISSUE

- A. Is the Landlord permitted to retain a portion of the Tenant's security deposit?

ANALYSIS

- [10] For the reasons below, I find that the Landlord has established a total claim of \$538.91, which will be retained from the Tenant's security deposit. The Landlord will return the remaining balance of the security deposit and interest, in the amount of \$152.31.

Repair the Unit

- [11] The Landlord stated that the Tenant paid August rent in full and that the tenancy ended on August 31, 2024.
- [12] The Landlord stated that on August 11, 2024 he text messaged the Tenant to confirm that she was still vacating the Unit on August 12, 2024. The Tenant responded that she had already vacated the Unit.

- [13] The Landlord stated that he inspected the Unit. The Landlord observed damage to the walls, which required painting. The mattress and its covers were stained and needed replacing. The Landlord submitted numerous photographs into evidence. The Landlord stated that he repainted the Unit and replaced the mattress and its covers.
- [14] The Landlord stated that it cost \$366.56 to replace the mattress in the Unit. The Landlord stated that he only apportioned 75% of the cost of the mattress to the Tenant. In addition, it cost \$102.35 to replace the mattress cover, \$30.00 to paint the walls and \$40.00 to paint the dresser. The Landlord submitted into evidence invoices, receipts and photographs.
- [15] Clause 39(2)(a) of the *Residential Tenancy Act* provides the following rules regarding the condition of the Unit at the end of the tenancy:

When a tenant vacates a rental unit, the tenant shall

(a) leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear...

- [16] I find that the Landlord has established a valid claim for the cost to repair the Unit. The Landlord has established a claim in the total amount of \$538.91. The Application is allowed.
- [17] My calculations are as follows:

Item	Amount
Amount Awarded to Landlord	\$538.91
Security Deposit	(\$671.00)
Interest (25 JUL 2023 to 8 NOV 2024)	(\$20.22)
Amount Returned to the Tenant	\$152.31

IT IS THEREFORE ORDERED THAT

1. The Landlord will retain a portion of the Tenant's security deposit, in the amount of \$538.91.
2. The Landlord will return to the Tenant the security deposit balance in the amount of \$152.31 forthwith.

DATED at Charlottetown, Prince Edward Island, this 8th day of November, 2024.

(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.