

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord wants to keep the Tenants' security deposit plus interest, for damage, in the amount of \$1,063.18.

DISPOSITION

- [3] The Landlord has established a valid claim against the Tenants for damage. The Landlord will keep the full amount of the security deposit, including interest, in the amount of \$1,063.18.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom, apartment in an 18-unit building owned by the Landlord.
- [5] On April 24, 2023 the Tenants paid the Landlord a \$1,000.00 security deposit.
- [6] On April 25, 2023 the parties signed a *Form 1 Standard Form of Rental Agreement* for the period of June 1, 2023 to May 31, 2024. After the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of \$1,791.00 was due on the first day of the month.
- [7] On July 31, 2025 the Tenants vacated the Unit and the tenancy ended by mutual agreement.
- [8] On August 18, 2025 the Landlord's representative (the "Representative") filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenants' security deposit plus interest. The Application was amended on October 2, 2025.
- [9] On October 23, 2025 the Rental Office emailed the parties notice of a telephone hearing scheduled for November 20, 2025 along with a copy of the Application.
- [10] On November 7, 2025 the Rental Office emailed the parties a 35-page evidence package.
- [11] On November 20, 2025 the Representative, another Landlord representative and the Tenants joined the telephone hearing for determination of the Application. The parties confirmed that they received the evidence package and the Representative confirmed that all evidence submitted to the Rental Office was included. The Tenants confirmed that they did not submit any evidence to the Rental Office.

ISSUE

- A. Has the Landlord established a claim against the Tenants for damage?

ANALYSIS & FINDINGS

Legal Basis

- [12] The Landlord has the onus of proving its claim against the Tenants on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claim is more likely correct than not.
- [13] The Landlord is seeking to keep the full amount of the security deposit plus interest, in the amount of \$1,063.18 for damage.

- [14] Clause 39(2)(a) of the *Act* outlines a tenant's obligation at the end of a tenancy, stating:

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.*

- [15] For the reasons below, I find that the Landlord has established a valid claim against the Tenants for damage beyond reasonable wear and tear. The Landlord will keep the security deposit, including interest, in the amount of \$1,063.18.

Evidence & Determination

- [16] The Landlord's evidence was summarized and presented by the Representative.
- [17] The Representative stated that the Unit was built in 2023 and that the Tenants were the first occupants of the Unit. At the end of the tenancy the Representative emailed the Tenants about scheduling a move-out inspection. However, the parties did not complete an inspection of the Unit together. No *Form 5 Landlord Condition Inspection Reports* were completed at the beginning and end of the tenancy.
- [18] The Representative stated that there were burn marks on the kitchen countertop. The Representative stated that the countertops were newly installed in the Unit. Photographs of the burned marks were submitted into evidence. The Representative stated that the photographs were taken on August 1, 2025.
- [19] The Representative stated that she contacted the contractor who built the Unit to ask about repairing the countertops. The Representative stated that it would have cost more to repair than to replace the countertops. The Representative stated that a different material and colour was selected because the older material and colour was no longer available.
- [20] The Landlord submitted into evidence a \$1,027.93 Order from Markan CounterTops Plus Inc. dated August 7, 2025. The Landlord also submitted time logs from their maintenance staff from August 31, 2025 to September 6, 2025. The Representative stated that these were the dates that the countertop was installed.
- [21] The Tenants' evidence was summarized and presented by the Tenants.
- [22] The Tenants admitted to causing the burn mark on the countertop. The Tenants stated that it was an accident.
- [23] The Tenants stated that the Landlord could have replaced part of the countertop instead of replacing the entire countertop. The Tenants stated that the damage should have only cost \$500.00.
- [24] I find that the Landlord's evidence establishes a valid claim against the Tenants for damage to the countertop, which is beyond reasonable wear and tear. The Tenants did not dispute causing the damage to the countertop, which was newly installed in 2023.
- [25] Further, I accept the Landlord's evidence that it was necessary and cheaper to replace the countertop than repair it. I find that the cost of materials and labour was more than the total cost of the security deposit plus interest. However, the Landlord is only seeking to keep the full amount of the security deposit plus interest.
- [26] Despite the Tenants stating that a \$500.00 cost is more reasonable, I find that the Tenants did not submit any objective evidence to support this amount.

[27] As a result, I find that the Landlord will keep the Tenants' full amount of the security deposit, including interest, in the amount of \$1,063.18.

[28] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,063.18.

DATED at Charlottetown, Prince Edward Island, this 8th day of December, 2025.

(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.