

INTRODUCTION

- [1] This decision determines three applications 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, rent owing, and additional compensation, for a total claim of \$8,544.70.

DISPOSITION

- [3] I find that the Landlord’s total established rent owing and compensation claim is \$5,351.81.
- [4] I find that the Landlord will compensate the Tenant double the security deposit, including interest (\$147.21), totalling \$3,747.21.
- [5] The Tenant will pay the Landlord the balance of \$1,604.60.

BACKGROUND

- [6] The Unit is one-half of a duplex owned by the Landlord.
- [7] On March 6, 2020, the parties entered into a written fixed-term tenancy agreement for the Unit from March 6, 2020, to March 5, 2021. The tenancy then continued on a monthly basis. Rent was \$1,933.47 due on the third day of the month. A security deposit of \$1,800.00 was paid on March 6, 2020.
- [8] On May 6, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective May 26, 2025, for failing to pay rent in the amount of \$1,933.47 (the “Notice”).
- [9] On May 27, 2025, the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* (the “First Application”) with the Rental Office seeking rent owing and possession of the Unit.
- [10] On June 6, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for July 3, 2025.
- [11] On June 27, 2025, the Rental Office sent the parties a first evidence package.
- [12] On July 3, 2025, the Landlord called into the teleconference hearing; however, the Tenant did not. The Landlord stated that she learned that the Tenant may have already moved out of the Unit. The hearing was postponed until a later date.
- [13] On July 8, 2025, the Landlord filed a second *Form 2(B) Landlord Application to Determine Dispute* (the “Second Application”) with the Rental Office seeking to keep the security deposit for rent owing.
- [14] On July 16, 2025, the Landlord filed a third *Form 2(B) Landlord Application to Determine Dispute* (the “Third Application”) with the Rental Office seeking compensation exceeding the security deposit.
- [15] On September 15, 2025, the Rental Office sent the parties notice of a rescheduled teleconference hearing for November 27, 2025.
- [16] On September 19, 2025, the Rental Office called the Tenant and left a voicemail with hearing details.
- [17] On November 14, 2025, the Rental Office sent the parties a second evidence package.

- [18] On November 21, 2025, the Rental Office sent the parties a supplemental evidence package.
- [19] On November 27, 2025, the Landlord participated in a teleconference hearing. I called the Tenant and left a voicemail message. I waited ten minutes, and the hearing proceeded in the Tenant's absence. The Landlord confirmed that all the evidence they submitted to the Rental Office was included in the evidence packages. The Tenant submitted no documents.

PRELIMINARY MATTER

- [20] During the hearing, the Landlord addressed additional compensation claims for repairs that were not noted on the Landlord's applications. After the hearing, the Landlord submitted supplementary evidence in support of the additional compensation claims. On November 27, 2025, the Rental Office sent the Landlord's supplementary evidence to the Tenant, with a response deadline of December 1, 2025. The Tenant did not submit any additional documents or evidence.

ISSUES

- A. Has the Landlord established claims against the Tenant for rent owing, utilities owing, cleaning and repairs?
- B. Must the Landlord compensate the Tenant double the security deposit?

ANALYSIS

- A. **Has the Landlord established claims against the Tenant for rent owing, utilities owing, cleaning and repairs?**

- [21] The Landlord's compensation claims are as follows:

Item	Amount
May and June 2025 rent	\$3,866.94
Water bill	\$1,076.09
Cleaning/dumpster	\$1,587.00
Keys	\$39.77
Washing machine/dryer	\$1,377.68
Heaters	\$517.48
Garage door opener	\$79.74
Total	\$8,544.70

Rent

- [22] The Landlord is claiming \$3,866.94 in rent owing, stating that the Tenant did not pay rent for May or June 2025. The Landlord stated that she served the Tenant the Notice on May 6, 2025, because the Tenant did not pay rent for May 2025.
- [23] The Landlord stated she attempted to contact the Tenant in May and June 2025; however, the Tenant did not respond. She stated that she was not in PEI for part of June 2025, so she was unable to personally visit the Unit to determine when the Tenant moved out.
- [24] The Landlord stated that on July 3, 2025, she was notified by Maritime Electric that the power at the Unit had been disconnected since June 4, 2025. On July 3, 2025, the Landlord posted a 24-hour inspection notice on the Unit's door. On July 4, 2025, the Landlord inspected the Unit and found that the Tenant had moved out.

- [25] As the Landlord is unable to establish whether the Tenant remained in the Unit after the vacate date of May 26, 2025, I find that the tenancy between the parties ended on that date. Furthermore, the Tenant did not file an application with the Rental Office to dispute the Notice.
- [26] Therefore, I find that the Tenant owes the Landlord \$1,621.62 in rent for the period May 1 – 26, 2025 (26 days / 31 days × \$1,933.47). I find that the Landlord has not established that the Tenant owes the Landlord rent for June 2025.
- [27] I note that the Landlord could have had a representative attend the Unit after the May 26, 2025, vacate date to determine if the Tenant had vacated. However, the Landlord did not post a 24-hour notice until July 3, 2025.

Water bill

- [28] The Landlord is claiming \$1,076.09 for unpaid water bills. The Landlord stated that the water bill was the Tenant's responsibility and was not included in the rent. She stated that she contacted the municipality after the Tenant moved out and found an outstanding water bill of \$1,076.09. She stated the Tenant had not paid the bill since August 1, 2023. She stated she had to pay this water bill before the new Tenant moved in.
- [29] I find that the Landlord has provided sufficient evidence to establish that the Tenant failed to pay \$1,076.09 of the water bill. This claim is allowed.

Cleaning/dumpster

- [30] Clause 39(2)(a) of the Act states:
When a tenant vacates a rental unit, the tenant shall leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear.
- [31] The Landlord stated that the Tenant was the first occupant in the Unit after it was built in 2020. The Landlord is claiming \$1,200.00 for cleaning the Unit and \$387.00 for a dumpster rental, totalling \$1,587.00. She stated that she hired a cleaning company, which had three people work in shifts from 8 am to 8 pm for two days. Photographs and invoices were submitted as evidence.
- [32] The Landlord stated that the Unit was not clean after the Tenant moved out. The Tenant left behind personal items and garbage, which had to be disposed of in the dumpster. Some food had spoiled after the power was disconnected. The toilet and oven were not cleaned along with other surfaces in the Unit.
- [33] The Landlord stated that dog feces were on the floor, which the cleaners tried to clean. The Landlord stated that the floors could not be cleaned and had to be replaced; however, her insurance company paid to replace the floors.
- [34] The Landlord stated that the Tenant caused approximately \$20,000.00 of damage to the Unit. She stated that the Landlord's insurance company covered some of the renovation expenses after the Tenant moved out.
- [35] I find that the Landlord has provided sufficient evidence to establish that the Tenant left the Unit below the standard of reasonably clean when they moved out. These claims are allowed.

Keys

- [36] The Landlord is claiming \$39.77 to replace the Unit's key and the mailbox key, as the Tenant did not leave the keys when they moved out. I find that the Landlord has provided sufficient evidence to establish that the Tenant failed to leave their keys upon moving out. This claim is allowed.

Washing machine/dryer

- [37] The Landlord is claiming \$750.91 for a replacement washing machine and \$626.77 for a replacement dryer. The Landlord stated that when the Tenant moved in, the Unit had just been built and was brand-new, and all the appliances were new as well. She stated the appliances were included in the purchase price of the Unit.
- [38] The Landlord stated that after inspecting the Unit, she found both the washing machine and the dryer broken. A technician inspected the appliances and found a large amount of dog hair inside. The technician was unable to repair the appliances. She stated that the appliances were only 5 years old and that the damage was not caused by reasonable wear and tear.
- [39] I find that the Landlord has provided sufficient evidence to establish that the Tenant left the washing machine and dryer damaged, beyond reasonable wear and tear, when they moved out.
- [40] The Island Regulatory and Appeals Commission (the "Commission"), in Order LR24-06, applied the principle of betterment in determining the amount to be awarded to a landlord for damage caused by a tenant, taking depreciation into account. The Commission noted that a party should not be put in a better position than they would have been had the damage not occurred.
- [41] I have factored in the principle of betterment when determining the amount to award the Landlord's claim for damage. Based on the age of the damaged items as stated by the Landlord's testimony (5 years old), I find that the Landlord is entitled to \$375.46 in compensation for the washing machine (50%) and \$313.39 in compensation for the dryer (50%), totalling \$688.85. These claims are allowed in part.

Heaters

- [42] The Landlord is claiming \$517.48 for replacing two baseboard heaters in the Unit. The Landlord stated that when she inspected the Unit, she found that two baseboard heaters were not working. She had a technician try to repair them, but the technician found a smell and traces of dog urine inside, which caused a short circuit. The Landlord stated that this is not reasonable wear and tear.
- [43] I find that the Landlord has provided sufficient evidence to establish that the Tenant left the two heaters damaged, beyond reasonable wear and tear, when they moved out.
- [44] I have factored in the principle of betterment when determining the amount to award the Landlord's claim for damage. Based on the age of the damaged items as stated in the Landlord's testimony (5 years old), I find that the Landlord is entitled to \$258.74 in compensation for the heaters (50%). This claim is allowed in part.

Garage door opener

- [45] The Landlord is claiming \$79.74 to replace the Unit's garage door opener, as the Tenant did not leave it when they moved out. I find that the Landlord has provided sufficient evidence to establish that the Tenant failed to leave the garage door opener when they moved out of the Unit. This claim is allowed.

B. Must the Landlord compensate the Tenant double the security deposit?

- [46] Section 40 of the Act addresses the retention and return of a security deposit:

(1) *Except as provided in subsection (2) or (3), within 15 days after the date the tenancy ends or is assigned, the landlord shall either*

- (a) *issue payment, as provided in subsection (5), of any security deposit to the tenant with interest calculated in accordance with the regulations; or*
 - (b) *make an application to the Director under section 75 claiming against the security deposit.*
- (2) *A landlord may retain from a security deposit an amount that*
 - (a) *the Director has previously ordered the tenant to pay to the landlord; and*
 - (b) *remains unpaid at the end of the tenancy.*
- (3) *A landlord may retain an amount from a security deposit if*
 - (a) *at the end of a tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant; or*
 - (b) *after the end of the tenancy, the Director orders that the landlord may retain the amount.*
- (4) *Where a landlord does not comply with this section, the landlord*
 - (a) *shall not make a claim against the security deposit; and*
 - (b) *shall pay the tenant double the amount of the security deposit.*

[47] I find that the tenancy ended on May 26, 2025. The Landlord had until June 10, 2025 (15 days from May 26, 2025) to either return the security deposit or apply to the Rental Office claiming against the security deposit; however, the Landlord did neither. The Landlord did not apply until July 8, 2025.

[48] There are no earlier Rental Office decisions authorizing the Landlord to keep the security deposit. There is insufficient evidence that the parties entered into a written agreement permitting the Landlord to keep the security deposit.

[49] I find that the Landlord did not comply with the section 40 requirements for keeping a security deposit. Therefore, the Landlord must compensate the Tenant double the security deposit, including interest on the principal amount, under subsection 40(4) of the Act.

CONCLUSION

[50] I find that the Landlord's total established rent owing and compensation claim is \$5,351.81.

[51] I find that the Landlord will compensate the Tenant double the security deposit, including interest (\$147.21), totalling \$3,747.21.

[52] The Tenant will pay the Landlord the balance of \$1,604.60.

[53] My calculations are as follows:

Item	Amount
May rent	\$1,621.62
Water bill	\$1,076.09
Cleaning/dumpster	\$1,587.00
Keys	\$39.77
Washing machine/dryer	\$688.85
Heaters	\$258.74
Garage door opener	\$79.74
Subtotal	\$5,351.81
Double security deposit	(\$3,747.21)
Total	\$1,604.60

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$1,604.60 by January 12, 2026.

DATED at Charlottetown, Prince Edward Island, this 10th day of December, 2025.

(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.