

**INTRODUCTION**

- [1] This decision determines four applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The parties dispute whether the Landlord should keep the security deposit or return it to the Tenant. The Tenant seeks compensation for double the security deposit plus interest, the return of prorated July 2025 rent, and compensation for personal property left behind in the Unit.
- [3] The Landlord has claims against the Tenant for cleaning, damage, storage and disposal.
- [4] The Landlord wants to dispose of the personal property (the "Personal Property") that the Tenant left behind in the Unit. The Tenant provided the Rental Office with a list of the Personal Property on August 25, 2025 (the "Inventory List").

**DISPOSITION**

- [5] I find that the Tenant has established a claim for double the security deposit plus interest in the amount of \$1,400.14. However, this amount is offset against the Landlord's storage, removal and disposal work regarding the Personal Property. In this Order there is no net amount payable by the Landlord to the Tenant.
- [6] The Tenant and the Landlord's other compensation claims are denied.
- [7] The Landlord may dispose of the Personal Property on or after the date ordered below.

**BACKGROUND**

- [8] The Unit is an apartment located in a four-unit building that the Landlord owns.
- [9] On October 7, 2024 the Landlord and the Tenant entered into an oral monthly tenancy agreement. A security deposit of \$690.00 was paid at the beginning of the tenancy. Rent in the amount of \$690.00 was due on the first day of the month.
- [10] The parties were involved in two earlier Rental Office disputes regarding the Unit which resulted in Orders LD25-017 and LD25-162.
- [11] The parties were also involved in one earlier Island Regulatory and Appeals Commission (the "Commission") dispute.
- [12] On June 6, 2025 the Commission issued Order LR25-18. The Tenant was deemed to have abandoned their Commission appeal and the Tenant was ordered to vacate the Unit immediately.
- [13] The Tenant later vacated the Unit.
- [14] On July 16, 2025 the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Original Application") with the Rental Office seeking to keep the Tenant's security deposit and additional compensation. The Landlord has not provided the Rental Office with proof that the Tenant was served with the Landlord Original Application within five days of the filing date.
- [15] On August 18, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking compensation from the Landlord. The Tenant served the Landlord with this application.
- [16] On August 25, 2025 the Tenant emailed the Rental Office an Inventory List of the Personal Property that the Tenant left behind.

- [17] On September 11, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for October 16, 2025.
- [18] On October 1, 2025 the Landlord filed a second *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Compensation Application") with the Rental Office seeking to keep the Tenant's security deposit and additional compensation. The Landlord served the Tenant with this application.
- [19] The Landlord requested an adjournment. On October 15, 2025, the Rental Office sent the parties notice of a teleconference hearing rescheduled for October 28, 2025.
- [20] On October 23, 2025 the Landlord filed a third *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Disposal Application") with the Rental Office seeking to dispose of the Personal Property.
- [21] The Landlord requested another adjournment. On October 23, 2025, the Rental Office sent the parties notice of a teleconference hearing rescheduled for November 6, 2025.
- [22] On November 4, 2025 the Rental Office sent the parties a 67-page evidence package.
- [23] The Landlord requested a further adjournment. On November 5, 2025, the Rental Office sent the parties notice of a teleconference hearing rescheduled for November 12, 2025.
- [24] On November 10, 2025 the Landlord requested a further adjournment, which the Rental Office denied.
- [25] On November 12, 2025 the Tenant and the Landlord did not join the teleconference and the hearing did not proceed.
- [26] On November 18, 2025 the Rental Office sent the parties notice of a paper-based hearing. The parties were requested to complete a Certificate Respecting Evidence, provide responses to a list of questions, and provide any additional relevant evidence. The timeline for responding was November 25, 2025.
- [27] On November 25, 2025 the Landlord emailed the Rental Office with some evidence and a dumpster rental quote. The Landlord did not complete the Certificate Respecting Evidence or respond to the list of questions.
- [28] The Tenant did not provide the Rental Office with any response to the notice of paper-based hearing.
- [29] On December 15, 2025 I issued this decision.

**ISSUES**

- A. Must the Landlord compensate the Tenant double the security deposit plus interest?
- B. Can the Landlord dispose of the Personal Property?
- C. Have the Tenant and the Landlord established their other financial claims?

**ANALYSIS**

[30] I note that the parties provided limited evidence to support or dispute the applications.

**A. Must the Landlord compensate the Tenant double the security deposit plus interest?**

[31] The evidence of the parties establishes that the Tenant paid a \$690.00 security deposit at the beginning of the tenancy. This amount is stated in Order LD25-017 at paragraph [5], Order LD25-162 at paragraph [5], LR25-18 at paragraph 3 and the Tenant Application.

[32] The evidence also establishes that the security deposit funds were withheld. The Landlord Original Application was filed with the Rental Office on July 16, 2025 and the Landlord Compensation Application was filed on October 1, 2025. Both of these applications claim against the security deposit. The Landlord did not dispute the security deposit amount in these applications.

[33] For the reasons below, I find that the Tenant has established a claim for double the security deposit because the Landlord did not serve the Tenant with the Landlord Original Application or return the security deposit to the Tenant within 15 days after the date the tenancy ended.

[34] Section 40 of the *Act* provides the rules for keeping and returning security deposits, stating in part as follows:

*(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.*

[35] The Landlord was required to comply with subsection 40(1) regarding the security deposit.

[36] Upon review of the documents submitted, I find that the tenancy ended on or about July 4, 2025, when the Tenant vacated the Unit.

[37] At the latest, the Landlord had to return the security deposit by July 19, 2025 or file an application with the Rental Office to keep the security deposit by July 21, 2025 (the Rental Office was closed on July 19 and 20, 2025).

[38] The Landlord Original Application was filed on July 16, 2025, within the fifteen-day timeline. However, subsection 76(2) required the Landlord to serve the Tenant with this application within five days of filing with the Rental Office. The Landlord has provided insufficient evidence that the

Landlord Original Application was served to the Tenant within the five-day timeline, which is fatal to this application. In Commission Order LR25-14 the following was stated (paragraph 21.):

*“Subsection 76(2) of the Residential Tenancy Act requires that a person who makes an application to the Director “shall give a copy of the application to the other party ... within five days of making the application.” The Commission has previously commented on a party’s failure to serve their application on the other party within the timeline prescribed by subsection 76(2). In Order LR24-32, the Commission found that the lack of compliance with subsection 76(2) was fatal to the party’s application...”*

- [39] The Landlord Compensation Application was not filed until October 1, 2025, well past the 15 day timeline.
- [40] For these reasons, I find that the Landlord has not complied with subsection 40(1).
- [41] There are no earlier Rental Office decisions authorizing the Landlord to keep the security deposit under subsection 40(2).
- [42] The evidence does not establish an agreement for the Landlord to keep the security deposit. The evidence presented does not support a basis for the Landlord keeping the security deposit under subsection 40(3).
- [43] As a result, the Tenant has established a claim for double the security deposit plus interest under subsection 40(4) in the amount of \$1,400.14, calculated as follows:

Security deposit	\$690.00
Interest	\$20.14
Double security deposit	\$690.00
Total	\$1,400.14

**B. Can the Landlord dispose of the Personal Property?**

- [44] The Landlord has applied to dispose of the Personal Property.
- [45] I note that applications and proceedings regarding disposal of personal property are distinct from other applications under the *Act*. Subsection 43(6) of the *Act* states:

*A landlord who stores a tenant’s personal property under subsection (2) may apply to the Director under section 75, without notice to the tenant, for permission to dispose of the tenant’s personal property.*

- [46] The Tenant vacated the Unit and left behind the Personal Property. I note that the Tenant was required to remove the Personal Property under subsection 43(1), which states:

*A tenant is not entitled to leave the tenant’s personal property in the rental unit after the tenancy agreement is terminated.*

- [47] The evidence establishes that the Landlord has made numerous attempts to arrange for the Tenant to remove the Personal Property.
- [48] On September 30, 2025 the Landlord’s property manager (the “Property Manager”) sent the Rental Office, the Tenant and the Landlord the following email:

*“Hello*

*Please find the attached form for your reference.*

*The email also copy to [Tenant] and [Landlord] emails.*

*[Tenant]: Please note that your belonging is stored in our safe storage. You can arrange with me to collect your things at [telephone number], or contact [Landlord]."*

- [49] On October 10, 2025 the Property Manager sent the Tenant, the Rental Office and the Landlord the another email:

*"Hello [Tenant],*

*We have attempted to contact you several times regarding your belongings left at [address], but we haven't received a response.*

*Please arrange a time to collect your belongings as soon as possible. You can contact me at [telephone number] to schedule a pickup.*

*If we do not hear from you soon, we may apply to the PEI Rental Office under Section 28 of the Residential Tenancy Act for an order allowing us to dispose of the unclaimed property.*

*Thank you for your prompt attention to this matter."*

- [50] On October 12, 2025 at 6:04 p.m. the Tenant responded to the Property Manager's October 10, 2025 email stating:

*"Hey I haven't had any emails or missed calls so where have you tried to contact me?"*

*I am able to pick up my belongings."*

- [51] I note that the Property Manager had in fact previously emailed the Tenant on September 30, 2025 to make arrangements for the removal of the Personal Property using the same Tenant email address that the Tenant responded from on October 12, 2025.

- [52] On October 12, 2025 at 6:16 p.m. the Property Manager emailed the Tenant, the Rental Office and the Landlord stating:

*"Hi [Tenant],*

*Thanks for responding to me.*

*We sent you the 2B form while ago. I like to reattach the form in this email for your records.*

*I am available any days from Tuesday to Sunday next week from 7PM. Please let me know your preference then we can arrange the pick up.*

*Happy Thanksgiving's Day!"*

- [53] The evidence establishes that the Landlord has attempted to return the Tenant's Personal Property. I note that on October 12, 2025 the Property Manager responded to the Tenant within fifteen minutes of the Tenant's email.

- [54] The Tenant has provided insufficient evidence of attempts to arrange for picking up the Tenant's Personal Property.

[55] Subsection 43(7) of the *Act* states:

*The Director may, on application by a landlord under section 75, authorize the landlord to dispose of personal property referred to in subsection (2) prior to the end of the applicable storage period required under subsection (4) where the Director believes on reasonable grounds that*

*(a) the personal property has no monetary value;*

*(b) the cost of removing, storing or selling the personal property would be more than the proceeds of the sale; or*

*(c) the storage of the personal property would be unsanitary or unsafe.*

[56] The Tenant claimed that the Personal Property's total value was \$2,700.00 plus unquantifiable sentimental value.

[57] However, I have reviewed the evidence provided and I find that the Personal Property has no monetary value or the cost of removing, storing or selling the Personal Property would be more than the proceeds of the sale.

[58] The Tenant claimed against the Landlord for two laptops in the amount of \$1,350.00. The Landlord's evidence is that the two laptops have missing parts, are very old, and may not work. I find that the Tenant has provided insufficient objective evidence such as receipts or evidence regarding the market value of comparable items.

[59] Further, much of the Personal Property consists of relatively small, easily transportable items that the Tenant could have obtained from the Landlord and carried away. The parties' correspondence shows that the Landlord was eager to return the Personal Property but the Tenant was mostly non-responsive to the Landlord's communications. I infer that the Personal Property has minimal to no value, and is not close to the Tenant's claimed amount. Otherwise, I would have expected that the Tenant would have been more responsive to the Landlord's communications.

[60] At this point the Tenant has had about five months to arrange for the removal of the Personal Property but the items remain uncollected.

[61] I find that the Landlord Disposal Application is valid. The Landlord may dispose of the Personal Property contained in the Inventory List on or after the date ordered below.

[62] The Landlord engaged the Property Manager to help arrange for the Tenant's removal of the Personal Property. The Landlord stored the Tenant's Personal Property. The Landlord will incur costs for the disposal of the Personal Property. I find that the Tenant's established claim for double the security deposit plus interest in the amount of \$1,400.14 is offset against the Landlord's work regarding the storage, removal and disposal of the Personal Property. As a result, in this Order there is no net amount payable by the Landlord to the Tenant.

**C. Have the Tenant and the Landlord established their other financial claims?**

[63] I find that insufficient evidence has been provided to establish the other claims in the Tenant Application and the Landlord's applications.

[64] The parties were provided ample opportunities to submit evidence and participate in a teleconference hearing and later a paper-based hearing. Unfortunately, the parties had limited engagement in the adjudication of the applications.

[65] As a result, I find that these other compensation claims are denied.

**CONCLUSION**

[66] The Tenant's claim for double the security deposit plus interest is offset against the Landlord's storage, removal and disposal work regarding the Personal Property. In this Order there is no net amount payable by the Landlord to the Tenant.

[67] The Landlord may dispose of the Personal Property in the Inventory list as provided below.

[68] The Tenant and the Landlord's other compensation claims are denied.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant's claim for double the security deposit plus interest is offset against the Landlord's storage, removal and disposal work regarding the Personal Property. In this Order there is no net amount payable by the Landlord to the Tenant.
2. The Landlord may dispose of the Personal Property in the Inventory List on or after January 6, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 15th day of December, 2025.

(sgd.) Andrew Cudmore

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**Andrew Cudmore**  
**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.