

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, including interest, for rent owing, unpaid utilities, repairs, garbage collection, furnace refill and cleaning, in the total amount of \$1,558.98.

DISPOSITION

- [3] The Landlord has established her claims against the Tenants. The Landlord will keep the Tenants’ security deposit, including interest, in the total amount of \$1,558.98.

BACKGROUND

- [4] The Unit is a three-bedroom, two-bathroom bungalow, owned by the Landlord since April 18, 2017.
- [5] Sometime late 2017 the parties entered into a tenancy agreement. The Tenants paid a \$1,400.00 security deposit.
- [6] On May 20, 2020 the parties signed a written, fixed-term tenancy agreement from May 20, 2020 to May 19, 2021. At the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of \$1,447.80 was due on the twentieth day of the month.
- [7] Sometime in September 2025 the Tenants vacated the Unit without notice.
- [8] On Saturday, October 11, 2025 the Landlord emailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking to keep the Tenants’ security deposit.
- [9] The Application was considered filed on Tuesday, October 14, 2025.
- [10] On December 12, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 5, 2026.
- [11] On January 28, 2026 the Rental Office emailed the parties a 33-page PDF evidence package.
- [12] On February 5, 2026 the Landlord’s representative (the “Representative”) joined the teleconference hearing for determination of the Application. The Tenants did not join the teleconference hearing at the scheduled time. I telephoned and emailed the Tenants and I did not receive a response. The hearing proceeded in the Tenants’ absence ten-minutes after the scheduled time. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Tenants did not submit any evidence.

ISSUE

- A. Has the Landlord established claims against the Tenants to justify keeping the security deposit?

ANALYSIS

- [13] The Landlord has the onus to prove her claims against the Tenants on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.

- [14] For the reasons below, I find that the Landlord can keep the Tenants' security deposit, including interest, in the total amount of \$1,558.98.
- [15] The Landlord's evidence establishes that the total costs exceeded the security deposit. However, the Landlord is only seeking to keep the Tenants' security deposit, including interest.
- [16] The Landlord's undisputed evidence establishes that the Tenants vacated the Unit without notice and without paying September 2025 rent, in the amount of \$1,447.80.
- [17] Subsection 19(1) of the *Act* required the Tenants to pay rent when due.
- [18] I find that the Landlord's evidence establishes that the Tenants vacated the Unit leaving significant garbage and leaving the Unit's condition below the standard of reasonably clean (see clause 39(2)(a) of the *Act*). The Landlord's evidence further establishes that the Tenants vacated the Unit without paying utilities and refilling the furnace oil, which were the Tenants' responsibilities under the tenancy agreement.
- [19] The Landlord provided invoices, receipts and photographs of the Unit, which establishes the Landlord's claims and that the total cost exceeds the security deposit, including interest, amount.
- [20] Therefore, I find that the Application is allowed. The Landlord will keep the Tenants' security deposit, including interest, in the total amount of \$1,558.98.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,558.98.

DATED at Charlottetown, Prince Edward Island, this 5th day of February, 2026.

(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.