

INTRODUCTION

- [1] This decision addresses two applications filed by the Subtenant and the Tenant with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Subtenant seeks the return of the security deposit.
- [3] The Tenant seeks to keep the Subtenant's security deposit and additional compensation, in the total amount of \$1,098.00.

BACKGROUND

- [4] The Unit is a single room located in a three-bedroom, one-bathroom single-family dwelling, which the Tenant has rented from the property owner since May 1, 2021.
- [5] On November 1, 2024, the parties entered into an oral monthly subletting agreement for the Unit. Rent in the amount of \$500.00 was payable on the first day of the month. A \$500.00 security deposit was paid on November 27, 2024.
- [6] On August 21, 2025, the parties signed a written, monthly subletting agreement. Rent remained the same, and there is no mention of the security deposit.
- [7] On November 30, 2025, the Subtenant vacated the Unit.
- [8] On December 17, 2025, the Subtenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Subtenant Application") with the Rental Office seeking return of the security deposit and compensation. The Subtenant hand-delivered the Subtenant Application to the Tenant.
- [9] On December 22, 2025, the Subtenant withdrew the request for compensation.
- [10] On January 7, 2026, the Tenant filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking to keep the Subtenant's security deposit and additional compensation. The Tenant text messaged and e-mailed the Tenant Application to the Subtenant.
- [11] On March 12, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for March 31, 2026.
- [12] On March 20, 2026, the Rental Office provided the parties a TitanFile link to a 50-page PDF and 3-video evidence package.
- [13] On March 31, 2026, the Subtenant joined the tele-hearing. The Tenant did not join the tele-hearing and did not answer the Rental Office's telephone calls or e-mails. I adjourned the tele-hearing due to the Tenant's absence.
- [14] On April 13, 2026, the Rental Office e-mailed the parties a new notice of tele-hearing scheduled for April 28, 2026.
- [15] On April 28, 2026, the Tenant, the Tenant's witness ("CR") and the Subtenant participated in the tele-hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

- [16] The Tenant has not established valid claims for keeping the Subtenant's security deposit or additional compensation.
- [17] The Tenant will return the Subtenant's security deposit, in the amount of \$500.00, in accordance with the timeline below.

ISSUE

- A. Has the Tenant established a claim against the Subtenant to justify keeping the security deposit and additional compensation?

ANALYSIS & FINDINGS

- [18] When a party makes an application to the Rental Office, the onus is on the party to support their application with compelling evidence. In this case, the Tenant has the onus to prove her claims on the civil standard of a balance of probabilities.
- [19] The Tenant is seeking to keep the Subtenant's security deposit for repairing the stove top and seeking additional compensation to repair the countertops, in the amount of \$500.00.
- [20] Clause 39(2)(a) of the *Act* states:
- 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.*
- [21] The Tenant's evidence is summarized as follows.
- [22] The Tenant stated that during the subtenancy the Subtenant caused damage to the stovetop burner by using a pressure cooker.
- [23] The Tenant stated that she hired a professional to repair the stovetop damage, which cost \$598.00. The Tenant submitted a receipt dated January 20, 2025 from Bill's Used Appliances into evidence. The Tenant stated that the receipt is dated in error, and it should be January 20, 2026.
- [24] The Tenant stated that in an oral discussion with the Subtenant, the parties agreed that the Tenant could keep the security deposit for the stovetop damage.
- [25] The Tenant stated that when the parties signed a written subletting agreement in August 2025, the reason there is no mention of the security deposit is because the parties earlier agreed that it would be kept for the stovetop damage.
- [26] The Tenant stated that she is seeking \$500.00 in additional compensation because the Subtenant caused damage to the countertops. The Tenant stated that the Subtenant let water run, which pooled beneath the cutting board, and damaged the countertops.
- [27] The repairs for the countertops have not been completed as of the hearing date.
- [28] CR stated that she was at the Unit and overheard the Tenant and the Subtenant arguing about the stovetop damage.
- [29] The Subtenant's evidence is summarized as follows.

- [30] The Subtenant stated that he did not damage the stovetop or the countertop. The Subtenant stated that other people in the Unit, the Tenant, and another occupant also use the kitchen on a regular basis.
- [31] The Subtenant stated that the Tenant did not complete a move-in or move-out inspection report and has no evidence to support that he damaged the Unit.
- [32] The Subtenant stated that he did not agree that the Tenant could keep his security deposit. The Subtenant stated that he would not have filed an application if he had agreed.
- [33] The Subtenant stated that one of the videos submitted into evidence is the stovetop, which was taken about a week before vacating the Unit. The other video is of the Unit, which was taken the day he vacated.
- [34] I have reviewed the evidence presented by the parties.
- [35] I find that the Tenant's evidence does not establish, on a balance of probabilities, that the Subtenant caused damage to the stovetop and the countertop.
- [36] The parties provided conflicting evidence regarding the cause of the damage to the stovetop and the countertop. The Subtenant also denied the Tenant's claim that there was an agreement regarding the security deposit.
- [37] In both circumstances, the Tenant has the burden of proof to establish that the Subtenant caused the undue damage and that there was an agreement for the security deposit to be retained. I note that this is why it is necessary for parties to agree in writing.
- [38] I find that the evidence presented does not establish that the Subtenant solely caused undue damage to the stovetop, as the damage was in a common area, which had three occupants throughout the subtenancy. Further, I find that the countertop damage was not repaired and the evidence does not establish compensation in the amount of \$500.00.
- [39] Therefore, the Tenant Application is denied and the Subtenant Application is allowed.
- [40] The Tenant will return the Subtenant's security deposit, in the amount of \$500.00, in accordance with the timeline below.
- [41] I note that in Order LR24-72 the Island Regulatory and Appeals Commission determined that when a tenant continues to occupy the rental unit with the subtenant, the original tenant is not considered a "landlord" of the subtenant. As a result, section 40 of the *Act* does not apply to the Tenant because section 40 only applies to "landlords. The Tenant does not have to pay the Subtenant double the security deposit.

IT IS THEREFORE ORDERED THAT

1. The Tenant will return the security deposit to the Subtenant in the amount of \$500.00 by June 19, 2026.

DATED at Charlottetown, Prince Edward Island, this 19th day of May, 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.

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.