INTRODUCTION

[1] This decision addresses 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 seeks to keep the Tenant's security deposit, including interest and additional compensation for repairs for damage, cleaning and garbage removal, totalling $2,318.10.

[3] The security deposit including interest totals $1,650.28.

BACKGROUND

[4] The Unit is a two-bedroom, one-bathroom apartment located in a 12-unit building that the Landlord manages on behalf of the property owner (the "Owner") since August 2023 (the "Residential Property").

[5] On March 26, 2024 the parties entered into a written, fixed-term tenancy agreement. At the end of the fixed-term, the tenancy continued on a monthly basis. Rent in the amount of $1,596.34 was due on the first day of the month. At the start of the tenancy the Tenant paid the Landlord a $1,560.45 security deposit.

[6] On April 1, 2024 the Tenant moved into the Unit.

[7] On December 5, 2025 the Landlord's representative (the "Representative") served the Tenant with a *Form 4(A) Eviction Notice* with an effective vacate date of January 31, 2026 for multiple reasons (the "Notice").

[8] On December 31, 2025 the Tenant vacated the Unit and the tenancy ended before the Notice's effective vacate date by mutual agreement.

[9] On January 5, 2026 the Representative completed a move-out inspection of the Unit without the Tenant, despite offering multiple attempts to arrange for the Tenant to participate. A *Form 5 Landlord Condition Inspection Report* (the "Report") was completed by the Representative.

[10] On January 13, 2026 the Representative e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the Tenant's security deposit, including interest and additional compensation (the "Application").

[11] On April 10, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for May 21, 2026.

[12] On April 27, 2026 the Rental Office provided the parties an updated notice of tele-hearing, extending the evidence deadline.

[13] On May 15, 2026 the Rental Office provided the parties a 283-page PDF evidence package.

[14] On May 21, 2026 the Representative and the Tenant did not participate in the scheduled tele-hearing. After waiting fifteen minutes, the tele-hearing was postponed.

[15] On June 10, 2026 the Rental Office provided the parties notice of a rescheduled tele-hearing scheduled for June 18, 2026.

[16] On June 18, 2026 the Representative and the Tenant participated in the hearing. The parties confirmed that they received the evidence package. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package and the Tenant confirmed that he did not submit any evidence to the Rental Office.

DISPOSITION

[17] The Landlord will keep the Tenant's security deposit, including interest. The Landlord's evidence does not establish valid claims for additional compensation.

ISSUE

A. Has the Landlord established valid claims to keep the Tenant's security deposit, including interest and additional compensation?

ANALYSIS & FINDINGS

[18] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the burden of proof lies with the Landlord, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.

[19] The Landlord seeks to keep the Tenant's security deposit, including interest and additional compensation for damage beyond reasonable wear and tear, cleaning and garbage removal, totaling $2,318.10, calculated below.

Item	Amount
Repairs for damage	$1,012.00
Cleaning	$901.60
Garbarge removal	$404.50
Total	$2,318.10

[20] Clause 39(2)(a) of the *Act* provides the cleanliness and damage standard at the end of the tenancy, stating in part, as follows:

> *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…*

Security Deposit

[21] The Representative submitted photographs of the condition of the Unit at the end of the tenancy and a copy of the Report. The Representative stated that the photographs and the comments stated on the Report establish that the Unit was damaged beyond reasonable wear and tear, left in an unclean condition and that the Tenant left personal items and garbage inside the Unit.

[22] The Representative stated that some of the damage found inside the Unit included damage to the walls, including holes from a curtain rod holder, paint chips from an LED strip, window sill damage, and stovetop burner damage.

[23] The Tenant disputed causing the damage. The Tenant stated that a lot of the damage was pre-existing.

[24] The Tenant stated that he did clean the Unit prior to vacating. During the hearing, the Tenant conceded that perhaps the Unit was not left in a reasonably clean condition.

[25] The Tenant stated that the items and garbage left behind the Unit was pre-existing and owned by the previous tenant or occupant.

[26] The Tenant stated that after reviewing the Landlord's evidence, it would be acceptable to forfeit the security deposit, including interest to resolve this dispute. However, the Tenant stated that he disputes having to pay the Landlord additional compensation exceeding the security deposit and interest.

[27] I have reviewed the evidence presented by the parties.

[28] To be successful, the Landlord must establish that the Tenant caused damage beyond reasonable wear and tear; the damage occurred during the Tenant's occupancy; the damage was attributable to the Tenant rather than another cause; and the compensation claimed reasonably flows from that damage.[1] This analysis applies to cleanliness and any other claim put forward by the Landlord.

[29] I find that the Tenant's own admission recognized a certain degree of liability regarding the condition of the Unit at the end of the tenancy. The Tenant stated that the Landlord could keep the Tenant's full amount of the security deposit, including interest.

[30] I find that the Tenant's admission establishes the Landlord's claims to keep the Tenant's security deposit for some repairs and cleaning costs.

[31] I find that the Tenant is responsible for repairs and cleaning costs up to the full amount of the security deposit, including interest, totaling $1,650.28.

Additional Compensation

[32] The Landlord is seeking additional compensation above the security deposit amount for repairs, cleaning and garbage removal.

[33] The Representative stated that the property management agreement with the Owner is unique in that the Owner does the cleaning and maintenance in-house instead of out-sourcing to the Landlord.

[34] The Representative stated that he provided projected costs related to repairs, cleaning and garbage removal if the Landlord was responsible for the cleaning and maintenance of the Unit.

[35] The Tenant disputed responsibility for the repairs, cleaning and garbage removal costs exceeding the security deposit and interest.

[36] I find that the Landlord's evidence does not establish that the Tenant owned the items and garbage that remained in the Unit after the tenancy. Further, I find that the Tenant is not responsible for the full repair and cleaning costs, which exceeds the security deposit and interest amount.

[37] Particularly, I note that the tenancy agreement mentions "*taking the unit as is"* and stating that the Unit was "*not clean"* and "*few marks on walls/damage*."

[38] Further, the Landlord has not provided sufficient evidence to establish any actual out-of-pocket expenses that support an order for additional compensation. Therefore, the additional compensation claim is denied.

Tenancy Agreement

[39] I note that for all tenancy agreements commencing on or after April 8, 2023, landlords are **required** to prepare written tenancy agreements in accordance with sections 10 and 11 of the *Act*.

[1] *Juanita v Harshit Walia aka Harshit Singh Ahluwalia* 2026 PEIRAC 47 para. 26

[40] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements, such as the rent and services included in the previous tenancy for the rental unit.

CONCLUSION

[41] The Application is allowed in part.

[42] The Landlord will keep the Tenant's security deposit, including interest, in the amount of $1,650.28.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of $1,650.28.

DATED at Charlottetown, Prince Edward Island, this 22nd day of July, 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.