

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlords seek an order against the Tenant to keep the security deposit, including interest, for rent owing, cleaning, property disposal and damage, in the amount of \$1,096.33.

BACKGROUND

- [3] The Unit is a bachelor apartment located in a building that the Landlords have owned since July of 2024.
- [4] The Landlords and the Tenant entered into a written, fixed-term tenancy agreement from November 1, 2024 to October 31, 2025 (the “Tenancy Agreement”). A security deposit of \$1,050.00 was paid around November 1, 2024. Rent in the amount of \$1,074.76 was due on the first day of the month.
- [5] On March 31, 2026 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* (the “Notice”) with an effective date of April 30, 2026 for breach of a material term of the Tenancy Agreement.
- [6] On May 1, 2026 the Tenant vacated the Unit.
- [7] On May 4, 2026 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the Tenant’s security deposit.
- [8] On May 20, 2026 the Rental Office telephoned the Tenant and left a message for a call back.
- [9] On June 17, 2026 the Rental Office issued to the parties notice of a tele-hearing scheduled for July 23, 2026. The Landlords text-messaged a copy to the Tenant. The Rental Office telephoned the Tenant and left a voicemail message.
- [10] On July 7, 2026 the Rental Office telephoned the Tenant and left a voicemail message for a call back.
- [11] On July 8, 2026 the Rental Office issued a 111-page PDF evidence package.
- [12] On July 23, 2026 one of the Landlords (the “Landlord”) joined the tele-hearing on behalf of the Landlords. I telephoned the Tenant and left a voicemail message to call the Rental Office. The hearing proceeded in the Tenant’s absence about ten minutes after the scheduled time. The Landlord confirmed that they received the evidence package and they were not aware of anything missing that had been previously submitted to the Rental Office.

DISPOSITION

- [13] I find that the Landlords will keep the Tenant’s security deposit, including interest, in the amount of \$1,096.33.

ISSUE

- A. Can the Landlords keep the Tenant’s security deposit for rent owing, cleaning, property disposal and damage?

ANALYSIS

- [14] Clause 39(2)(a) of the *Act* provides the cleaning and damage standards at the end of a tenancy, stating 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...

- [15] The Landlords provided the Rental Office with a copy of the Notice, text-messages, photographs of the Unit and other documents. The Landlord provided testimony regarding the claims against the Tenant.
- [16] I find that the Landlords have established that the Tenant owed rent, the Unit was left significantly unclean, containing large amounts of waste, and the Tenant damaged the Unit.
- [17] The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$1,096.33 for rent owing, cleaning, property disposal and damage.

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$1,096.33.

DATED at Charlottetown, Prince Edward Island, this 23rd day of July, 2026.

(sgd.) Andrew Cudmore

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.