

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks \$4,334.09 for rent owing, \$4,800.00 in additional compensation, and to keep the security deposit to set off part of the claim.

BACKGROUND

- [3] The Unit is a room with shared common spaces in a three-bedroom, one-bathroom townhouse (the “Residential Property”).
- [4] On October 23, 2024, the Tenant moved into the Unit. A security deposit of \$725.00 was paid on October 23, 2024.
- [5] On August 2, 2025, the parties entered into a written fixed-term tenancy agreement for the Unit for the period of September 1, 2025, to August 31, 2026. The rent was \$798.93, which included \$35.00 for internet, and was due on the first day of the month.
- [6] On February 11, 2026, the Landlord emailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the “First Application”) seeking rent owing of \$3,289.44.
- [7] On March 3, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice*, effective March 13, 2026 (the “First Notice”), for failing to pay rent of \$4,088.37. The Notice was served electronically.
- [8] On April 23, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice*, effective May 3, 2026 (the “Second Notice”), for failing to pay rent of \$3,887.30. The Second Notice was served electronically.
- [9] On June 5, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 24, 2026.
- [10] On June 12, 2026, the Tenant moved out of the Unit, and the tenancy ended.
- [11] On June 16, 2026, the Rental Office emailed the parties a 111-page PDF evidence package.
- [12] On June 19, 2026, the Landlord emailed the Rental Office and the Tenant a second *Form 2(B) Landlord Application to Determine Dispute* (the “Second Application”) seeking to keep the security deposit and additional compensation for repairs.
- [13] On June 24, 2026, the Landlord’s representative (the “Representative”) called into the tele-hearing. The Representative stated that she received a message from the Tenant, who stated he was hospitalized and unable to participate in the hearing. The hearing did not proceed at that time.
- [14] On June 24, 2026, the Rental Office emailed the parties notice of a rescheduled tele-hearing for June 29, 2026.
- [15] On June 29, 2026, the Representative called into the tele-hearing. The Representative stated that she received a message from the Tenant, who stated he was no longer hospitalized. I telephoned the Tenant and emailed him an additional copy of the tele-hearing notice. The Tenant did not call in to the hearing, and it proceeded 10 minutes after the scheduled time.
- [16] The Representative confirmed receipt of the evidence package and stated that all evidence submitted to the Rental Office was included. The Tenant submitted no evidence.

- [17] The Representative requested and was granted additional time to complete repairs to the Residential Property and to submit additional evidence regarding the repair claims.
- [18] On July 20, 2026, the Landlord submitted additional evidence, which was forwarded to the Tenant. The Tenant provided no additional submissions.

DISPOSITION

- [19] The Landlord will keep the security deposit, plus interest, in the amount of \$757.44.
- [20] The Tenant must pay the Landlord \$5,101.65 by the timeline below.

ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Must the Tenant compensate the Landlord for repairs?

ANALYSIS & FINDINGS

Rent

- [21] The Representative stated that the Tenant owes the Landlord rent totalling \$5,784.09, which includes internet charges, up to June 12, 2026, the date the Tenant moved out. Messages between the parties and a rental ledger were submitted as evidence.
- [22] I find that the Landlord has established that the Tenant owes the Landlord rent, including internet charges, totalling \$5,784.09.

Damages

- [23] The Representative stated that on August 26, 2022, the Residential Property had been newly renovated and was inspected before any tenants moved in. A move-in inspection report and photographs were submitted as evidence. From August 2022 until the Tenant vacated, several individuals moved in and out of the different rooms in the Residential Property.
- [24] The Representative stated that on May 10, 2026, the Tenant messaged the Representative, stating that he had been locked out and broke the front door of the Residential Property. The Tenant sent photographs of the damaged door and stated he would repair it, but it was not repaired before he moved out.
- [25] The Representative stated that on June 24, 2026, after all tenants had moved out, the Unit was inspected. The Landlord had to repair and paint the walls, redo the kitchen cabinets and base, add trim to doors, and add new pine for the dishwasher. A repair quote of \$4,800.00 was submitted as evidence.
- [26] The Representative stated that the other two tenants who lived with the Tenant agreed to allow the Landlord to retain their security deposits to cover the damages. The Representative stated she cannot definitively say whether the Tenant caused any damage other than to the door.
- [27] The Representative estimated that the Tenant should be responsible for approximately \$500.00 of the damages, which is a portion of the cost for the door and flooring repairs, including tax. The Representative stated that the Landlord does not have a breakdown of the cost to repair just the front door.

[28] Clause 39(2)(a) of the Act states:

*When a tenant vacates a rental unit, the tenant shall
leave the rental unit reasonably clean and undamaged, except for reasonable wear
and tear.*

[29] Regarding the Landlord's claim for the damages, the burden of proof lies with the Landlord, as the party advancing the claim. The applicable standard is proof on a balance of probabilities. To be successful, the Landlord must establish that the Tenant caused damage to the Residential Property beyond ordinary 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 reflects the cost of repairing that damage.

[30] The primary difficulty with the Landlord's claim is the absence of persuasive evidence, such as witness testimony or other objective evidence, establishing that the Tenant was responsible for the alleged damage to any areas other than the Residential Property's front door.

[31] Further, the evidence establishes that several different tenants occupied the Residential Property between August 2022 and the Tenant's departure. There is no evidence that the Residential Property was inspected between the initial inspection and the Tenant's move into the Unit. As a result, I cannot determine whether some or all of the alleged damage existed before the Tenant moved in.

[32] In this matter, where multiple individuals had lived in the Residential Property, I am unable to conclude, on a balance of probabilities, that any damage, other than the front door, was caused solely by the Tenant.

[33] The Landlord's quote states that it will cost \$357.82 to repair the trim by the main entry door, the trim by "room c," the flooring in "room c," the base below the kitchen cabinets, and for new pine for the dishwasher. Although the quote includes work relating to the main entry door, it also includes repairs to several unrelated items. As the Landlord did not provide a breakdown of the cost to repair only the front door trim, I must determine a reasonable amount based on the evidence.

[34] In the absence of evidence establishing the actual repair cost attributable solely to the front door, I find that an award of \$75.00 reasonably compensates the Landlord for the damage to the front door.

[35] I find that the Landlord has not established the remaining repair claims.

CONCLUSION

[36] I find that the Landlord has established that the Tenant owes the Landlord rent, including internet charges, in the amount of \$5,784.09.

[37] I find that the Tenant must pay the Landlord \$75.00 for the damage to the front door.

[38] The Landlord will keep the security deposit, plus interest, in the amount of \$757.44 to set off the claims.

[39] The Tenant must pay the Landlord \$5,101.65 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, plus interest, in the amount of \$757.44.
2. The Tenant must pay the Landlord \$5,101.65 by September 30, 2026.

DATED at Charlottetown, Prince Edward Island, this 24th day of July, 2026.

(sgd.) Mitch King

Mitch King
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.