

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 Tenant seeks the return of a security deposit and compensation for personal property.

BACKGROUND

- [3] The Unit is located in an eleven-unit building (the "Residential Property") that the Landlord has owned since 1995. The Residential Property is licensed under the *Tourism Industry Act* RSPEI 1988, T-3.3.
- [4] The Landlord and the Tenant were parties to an oral, monthly tenancy agreement (the "Tenancy Agreement"). The Tenant moved into the Unit on December 7, 2025. A security deposit of \$950.00 was paid. Rent in the amount of \$950.00 was due each month.
- [5] The parties dispute whether another person ("JEA") was also a tenant under the Tenancy Agreement. The parties dispute whether the Tenant or JEA paid the security deposit.
- [6] Near the end of January 2026 there was a home invasion at the Unit.
- [7] On February 18, 2026 the Tenant and JEA were arrested at the Unit.
- [8] On March 17, 2026 the Tenant's representative (the "Representative") filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking the return of personal property. The Representative is the Tenant's mother. The Representative and another son of the Representative served this application.
- [9] On March 18, 2026 the Landlord agreed to provide the Tenant's personal property to the Representative.
- [10] On March 19, 2026 the Landlord provided Tenant personal property to the Representative. The Tenant claims that the Landlord did not return all of the Tenant's personal property.
- [11] On May 1, 2026 the Representative filed an amended *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking the return of the security deposit and compensation for personal property. The Representative did not serve this application to the Landlord until May 8, 2026, past the five-day timeline from the date the application was filed.
- [12] On June 8, 2026 the Representative filed another amended *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking the return of the security deposit and compensation for personal property (the "Application"). The Representative stated that she sent the Application to the Landlord multiple ways, including ordinary mail. The Landlord stated that he received a copy of the Application by mail.
- [13] On June 19, 2026 the Rental Office sent the Representative and the Landlord notice of a tele-hearing scheduled for July 21, 2026.
- [14] On July 10, 2026 the Rental Office emailed the parties a 124-page PDF evidence package ("EP").
- [15] On July 21, 2026 the Representative, the Tenant's witness ("JW") and the Landlord participated in a tele-hearing. The Representative and the Landlord confirmed that everything previously submitted to the Rental Office for the determination of the Application was included in the evidence package.

DISPOSITION

[16] I find that the Tenant has not established the financial claims in the Application.

PRELIMINARY MATTER

[17] Before the hearing the Landlord submitted evidence regarding damage to the Unit and other financial claims against the Tenant. The Representative disputed that the Tenant was responsible for the Landlord's financial claims.

[18] On July 10, 2026 the Rental Office emailed the Landlord informing him that it would be necessary for the Landlord to file and serve a *Form 2(B) Landlord Application to Determine Dispute* to pursue the Landlord's financial claims against the Tenant.

[19] However, the Landlord did not file an application with the Rental Office and did not serve the Tenant or the Representative with a copy of an application. Therefore, I will not determine the Landlord's financial claims against the Tenant in this decision.

[20] I consider the Landlord's evidence, below, that JEA gave the Landlord permission to keep the security deposit.

ISSUES

A. Must the Landlord return the security deposit to the Tenant?

B. Must the Landlord compensate the Tenant regarding the personal property claims?

ANALYSIS

[21] The Tenant has the onus to prove the monetary claims against the Landlord on the civil standard of a balance of probabilities.

A. Must the Landlord return the security deposit to the Tenant?

[22] The Tenant claims for the return of the security deposit.

[23] The Representative stated that on December 5, 2025 the Tenant came to her residence in Kensington and the Representative gave the Tenant \$2,000.00. The Representative stated that \$950.00 was for the security deposit, \$950.00 was for rent and \$100.00 was for the Tenant to spend.

[24] The Representative stated that she provided the Tenant with the funds for the security deposit because Social Assistance would not provide these funds. The Tenant's security deposit was kept by an earlier landlord for a different rental unit and Social Assistance would not provide the Tenant with another security deposit for the Unit.

[25] The Tenant returned from Kensington to Charlottetown on December 5, 2025.

[26] The Representative does not know why the Tenant did not pay rent and the security deposit to the Landlord until December 7, 2025.

[27] The Representative questioned whether the Tenant and JEA would both be tenants because they were not permitted to have contact with one another. The Representative questioned how JEA could pay a security deposit and be a tenant on December 7, 2025 when JEA was at the Provincial Correctional Centre from December 5, 2025 to December 24, 2025.

[28] The Landlord stated that he received the security deposit from JEA in late November of 2025.

[29] The Landlord submitted a document signed by a witness ("SC") regarding the security deposit payment, which states:

"This is a statement to confirm that I witnessed [JEA] pay security deposit of \$950.00 for [Residential Property street name] while I was a tenant at [location]

[SC]

[SC signature]

Mon. June 22"

[30] The Landlord denied receiving the security deposit from the Tenant on December 7, 2025. The Landlord stated that on December 7, 2025 he received \$950.00 for December 2025 rent.

[31] The Landlord stated that the Tenant could have moved into the Unit earlier on December 1, 2025 but the Tenant did not provide the Landlord with the rent until December 7, 2025.

[32] The Landlord stated that around two weeks after the Tenant and JEA were arrested on February 18, 2026, JEA telephoned the Landlord from the Provincial Correctional Centre and orally gave the Landlord permission to keep the security deposit.

[33] The Landlord stated that, in response to the Tenant's applications for the return of the security deposit, the Landlord telephoned the Provincial Correctional Centre and requested through correction officers that JEA provide the Landlord with written permission to keep the security deposit.

[34] On June 26, 2026 the Landlord attended the Provincial Correctional Centre and picked up a hand-written statement that was provided to the Landlord through correction officers. This document states as follows:

"June 26, 2026

I [JEA] give [Landlord] the right to Keep/use . The \$950.00 Cash Deposit. I paid in cash for a room rental This past December for any Damage or item replacement.

Thanks

[JEA]"

[35] Based upon the evidence presented, I find that JEA paid the security deposit to the Landlord. I prefer the direct evidence of the Landlord which is consistent with the written statements that the Landlord submitted from SC and JEA.

[36] I accept the Representative's evidence that she gave the Tenant \$2,000.00 on December 5, 2025 while the Tenant was in Kensington and the Representative intended that part of these funds be used for the Unit's security deposit.

[37] However, the Representative does not directly know what happened to the funds when the Tenant returned to Charlottetown and the Representative remained in Kensington. I note that two days passed between the Tenant returning to Charlottetown on December 5, 2025 and the Tenant making a payment to the Landlord on December 7, 2025.

[38] The Representative questioned how JEA could pay the security deposit from December 5, 2025 to December 24, 2025 while JEA was incarcerated. However, I find that JEA paid the security deposit in late November of 2025, before JEA was in the Provincial Correctional Centre.

- [39] The Representative questioned that the Tenant and JEA would both be tenants because they were not permitted to be in contact. However, the evidence presented establishes that the Tenant and JEA were still in contact with one another.
- [40] I also accept the Landlord's evidence that JEA gave the Landlord written permission to keep the security deposit. The Landlord's testimony is consistent with the June 26, 2026 document submitted into evidence. The Landlord provided a reasonable explanation how the Landlord obtained this document.
- [41] Based upon the evidence presented, the Landlord had a valid basis to keep the security deposit under clause 40(3)(a), which states:

A landlord may retain an amount from a security deposit if

(a) at the end of a tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant; or

- [42] JEA is not a party to this dispute. I note that in another case the Island Regulatory and Appeals Commission refused to return a security deposit in similar circumstances, where one tenant had paid a security deposit and only the other tenant sought the return of the security deposit (see paragraph 25 of Order LR25-27¹).
- [43] For these reasons, the Tenant's claim for the return of the security deposit is denied.

B. Must the Landlord compensate the Tenant regarding the personal property claims?

- [44] The Representative submitted a list of items that the Tenant told the Representative were missing from the Unit.
- [45] The Tenant and the Representative claim that this personal property is worth approximately \$11,000.00.
- [46] The Representative stated that the Landlord would not permit the Representative and others to remove the personal property from the Unit.
- [47] The Representative stated that, with regard to the January 2026 home invasion, the Tenant told the Representative that the individuals sprayed bear mace, searched specifically for drugs and did not rob the Tenant.
- [48] The Tenant's witness, JW, stated that she dates the Tenant's brother. JW telephoned the Landlord about collecting the Tenant's personal property. The Landlord refused to allow JW to collect the Tenant's property and threatened to sell the Tenant's property.
- [49] The Landlord denied selling or keeping the Tenant's personal property.
- [50] The Landlord stated that other people may have stolen the personal property from the Unit.
- [51] The Landlord submitted into evidence a news article regarding a home invasion at the Unit near the end of January 2026 "*by two individuals known to the victims.*" The article also includes the following quote:

"The investigation determined that two individuals had forcibly gained entry into the residence, wielded an imitation firearm, deployed a chemical irritant, ransacked the property and assaulted the two victims, who sustained minor injuries..."

¹ <https://irac.pe.ca/wp-content/uploads/Order-LR25-27.pdf>

- [52] The Landlord stated that the Charlottetown Police may have seized some of the Tenant's personal property as part of their investigation.
- [53] The Landlord stated that he refused to permit the Representative and others into the Unit because they were not his tenants and the Landlord had serious concerns regarding the February 18, 2026 arrests of the Tenant and JEA.
- [54] The Landlord submitted into evidence a February 19, 2026 Crime Stoppers article which states that the Tenant and JEA were charged with possession of fentanyl and crystal methamphetamine for the purpose of trafficking. The Landlord stated that there was bear spray all over the Unit.
- [55] The Landlord stated that he and another person removed personal property from the Unit even though they did not want to complete this work.
- [56] The Landlord was told by the Police to have NARCAN present in case they accidentally came in contact with fentanyl while in the Unit.
- [57] The Landlord made the personal property available for the Representative to pick up.
- [58] I have reviewed the evidence and submissions of the parties. I note that the Tenant has the burden to prove, on a balance of probabilities, the financial claims against the Landlord.
- [59] I find that I have insufficient evidence regarding the personal property left in the Unit and the condition of the personal property to support the Tenant's claims.
- [60] The Landlord has denied selling or keeping the Tenant's personal property.
- [61] It is unclear to me that the January 2026 home invaders took no personal property from the Unit. The Tenant's personal property list includes many small, easily transportable items such as a \$2,000.00 MacBook Pro laptop and 15 pairs of Ray-Ban sunglasses ranging from \$220.00 to \$289.00 per pair. It is unclear to me that the home invaders took no personal property after they "*ransacked*" the Unit.
- [62] It is also unclear what personal property the Police may have seized as part of their investigation.
- [63] I do not have objective evidence, such as photographs or videos of the personal property remaining in the Unit around February 18, 2026, showing what was in fact in the Unit around that time and its condition.
- [64] There are also issues regarding the value of the personal property because of the deployment of a chemical irritant that remained present as of February 18, 2026.
- [65] There are also issues with fentanyl in the Unit and the impact that would have on the value of personal property.
- [66] I find that, based upon the evidence presented, the Tenant has provided insufficient evidence to establish the personal property compensation claims against the Landlord.
- [67] The Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 28th 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.