

INTRODUCTION

- [1] This decision addresses an application filed by the Landlords with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlords seek \$5,735.93 in compensation from the Tenant for damages, refilling the oil tank, and unpaid utilities. The Landlords also seek to retain the Tenant’s security deposit, including interest, to offset the amount owing.
- [3] The security deposit, including interest, totals \$2,182.97.

BACKGROUND

- [4] The Unit is a four-bedroom, two-bathroom, single-family dwelling, owned by the Landlords.
- [5] On July 22, 2022, the parties signed a written, fixed-term tenancy agreement that continued on a monthly basis. Rent was \$2,170.00 due on the first day of each month.
- [6] On August 1, 2022, the Tenant paid the Landlords a \$2,000.00 security deposit and moved into the Unit.
- [7] On August 4, 2025, the Tenant vacated the Unit and the tenancy ended by mutual agreement.
- [8] On August 14, 2025, the Landlords filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute*, claiming the Tenant’s security deposit and compensation exceeding the amount of the security deposit (the “Application”).
- [9] On August 16, 2025, the Landlords served the Tenant with the Application.
- [10] On July 10, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for August 13, 2026.
- [11] On July 22, 2026, the Rental Office provided the parties with a 22-page PDF evidence package.
- [12] The parties were permitted to submit evidence past the evidence deadline that included 61-pages and one e-mail submission by the Landlords, and three pages by the Tenant.
- [13] On August 13, 2026, one of the Landlords (the “Landlord”), representing the Landlords, and the Tenant participated in the hearing. The parties confirmed that they had received the evidence package and the additional evidence and confirmed that all evidence submitted to the Rental Office was included.
- [14] After the hearing, the Tenant e-mailed the Rental Office two additional e-mails containing written submissions, attached documents, and a video. I did not accept this evidence because the Tenant had not provided it to the Landlords and had not requested permission to submit further evidence.

DISPOSITION

- [15] The Landlords’ claims are established in part, totalling \$540.30. The Landlords will retain part of the Tenant’s security deposit to offset the Landlords’ claim.
- [16] The Landlords must return the security deposit balance, including interest, totalling \$1,642.67 by the timeline below.

ISSUE

- A. Have the Landlords established valid claims against the Tenant to keep the security deposit and for additional compensation?

ANALYSIS & FINDINGS

- [17] 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 Landlords, as the party advancing their claims. The applicable standard is proof on a balance of probabilities.

- [18] Clause 39(2)(a) of the *Act* requires a tenant, when vacating a rental unit, to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear. It 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...*

- [19] 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
- [20] The Landlords' evidence included a copy of the tenancy agreement, a *Form 5 Landlord Condition Inspection Report* dated August 4, 2025 (the "Report"), a written e-mail submission and 61 pages of photographs, invoices and receipts.
- [21] The Tenant's evidence included written submissions.
- [22] The Landlords' total financial claims against the Tenant is \$5,735.93, as set out below.

Item	Amount
Damages	\$5,000.00
Refill oil tank	\$443.94
Utilities	\$291.99
Total	\$5,735.93

- [23] For the reasons below, I find that the Landlord's claims are established in part, totalling \$540.30.

Damage

- [24] The Landlords are seeking \$5,000.00 for damage allegedly caused by the Tenant during the tenancy. The Landlords submitted photographs of the Unit before and after the tenancy, the Report and an e-mail from Best Quality HVAC Inc. stating the estimated costs to repair the Unit.
- [25] The Landlord stated that the total estimated cost to repair the Unit is \$10,000.00. However, the Landlords are only seeking compensation for the \$5,000.00 down payment. The Landlords submitted a copy of a \$5,000.00 check dated October 27, 2025.
- [26] The Landlord stated that on June 21, 2025, the Tenant called about a significant leak coming from the bathroom. The Landlord stated that the floors, ceiling and walls were significantly damaged due to the leak.

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

- [27] The Landlord stated that she contacted a maintenance person immediately who went to the Unit and fixed the leak. There was a disconnection behind the toilet that caused the leak. The Landlord stated that the Tenant did not contact her right away and the leak caused significant water damage to the Unit that could have been avoided.
- [28] The Landlord stated that the Tenant installed a bidet himself, without a plumber, and left for vacation for three days without turning off the water valve.
- [29] The Landlord stated that the Unit is still being repaired because there was significant mould in the Unit due to the water damage.
- [30] The Landlord stated that the damage was not there at the beginning of the tenancy. The Landlord stated that the Report stated the damage in the Unit at the end of the tenancy.
- [31] The Tenant disputed the Landlord's evidence.
- [32] The Tenant stated he and his family were out of the Province from June 19, 2025 to June 21, 2025. The Tenant stated that when he returned to the Unit, he noticed the leak and the water damage to the ceiling, walls and floor, and immediately contacted the Landlord.
- [33] The Tenant stated that he paid a plumber \$120.00 cash to install the bidet. The Tenant stated that a plumber also removed the bidet at the end of the tenancy for \$60.00 cash. The Tenant denied the Landlord's allegations that he installed and removed the bidet himself.
- [34] The Tenant stated that the water valve was turned off at the end of the tenancy, before he vacated the Unit.
- [35] I have reviewed the parties' evidence. I find that the Landlord's evidence is insufficient to establish that the Tenant caused the leak or the damage was attributable to the Tenant.
- [36] The Landlord's evidence suggests that the Tenant knew of the leak, however, I find that there is no direct evidence to establish that the Tenant was aware of the leak prior to the June 21, 2025 communication to the Landlord.
- [37] The Tenant's evidence is that he was out of the Unit for three days, and when he returned to the Unit on June 21, 2025 is when he first noticed the leak and the water damage. The Tenant admitted to some of the Landlords' other claims. I find that these admissions enhance the Tenant's credibility.
- [38] I find that, despite the Landlords' evidence, including the before and after photographs and the invoices, the Landlords have not established that the Tenant caused the leak and the water damage. The Landlords' evidence also does not establish that the Tenant knew of the leak and neglected to inform the Landlords immediately. Therefore, this claim is denied.

Oil tank and utilities

- [39] The Tenant did not dispute the Landlords' claims for refilling the oil tank and owing July's utilities.
- [40] The Landlords submitted into evidence a \$443.94 invoice from Island Petroleum and a receipt. I find that this claim is established.
- [41] The Landlords submitted into evidence two Water and Sewer Utility bills. The most recent bill is for \$291.99. However, this amount represents six months (June 2025 to December 2025). I find that the Tenant is only responsible for the time period of June 4, 2025 to August 4, 2025.
- [42] I find that the Landlords' claim is allowed in part, totalling \$96.36. This represents 33% of the total bill.

[43] The Landlords' total claim is \$540.30 (\$443.94 + \$96.36).

CONCLUSION

[44] The Application is allowed in part.

[45] The Landlords have established a claim, totalling \$540.30.

[46] The Landlords will retain \$540.30 from the Tenant's security deposit to offset the established claim.

[47] The Landlords must return the security deposit balance, including interest, totalling \$1,642.67 by the timeline below.

[48] My calculations are as follows:

Item	Amount
Security deposit	\$2,000.00
Interest (01 AUG 22 to 09 SEP 26)	\$182.97
Less Landlords' claim	-\$540.30
Total	\$1,642.67

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep \$540.30 from the Tenant's security deposit.
2. The Landlords must return the security deposit balance, including interest, totalling \$1,642.67 by October 9, 2026.

DATED at Charlottetown, Prince Edward Island, this 9th day of September, 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.