

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 double the security deposit compensation from the Landlord under section 40, security deposit interest, and compensation regarding washer and dryer services.

BACKGROUND

- [3] The Unit a bedroom with shared services and facilities located in a three-bedroom, one-and-a-half-bathroom townhouse.
- [4] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from January 1, 2026 to April 30, 2026. The Tenant paid the Landlord a \$900.00 security deposit on January 7, 2026, the date the Tenant moved into the Unit. Rent in the amount of \$850.00 was due on the first day of the month.
- [5] On April 29, 2026 the Tenant vacated the Unit and the tenancy ended on April 30, 2026.
- [6] On June 3, 2026 the Tenant filed with the Rental Office and served the Landlord with a *Form 2(A) Tenant Application to Determine Dispute* seeking double the security deposit compensation, security deposit interest and compensation of \$150.00 regarding washer and dryer services (the "Application").
- [7] On August 5, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for September 22, 2026 and a copy of the Application.
- [8] On September 14, 2026 the Rental Office sent the parties a 100-page PDF evidence package.
- [9] On September 22, 2026 the Tenant joined the hearing. I telephoned the Landlord but the call was not answered. I emailed the Landlord an additional copy of the tele-hearing instructions and the hearing proceeded in the Landlord's absence ten minutes after the scheduled time. The Tenant confirmed that everything that the Tenant had previously given to the Rental Office regarding the Application was included in the evidence package.

DISPOSITION

- [10] I find that the Landlord must pay the Tenant double the security deposit and security deposit interest, in the amount of \$1,817.90.
- [11] The Tenant has established part of the washer and dryer services claim, in the amount of \$50.00.
- [12] The Landlord must pay the Tenant the amount of \$1,867.90 by the timeline below.

ISSUES

- A. Must the Landlord pay the Tenant double the security deposit and security deposit interest?
- B. Must the Landlord pay the Tenant compensation regarding washer and dryer services?

ANALYSIS**A. Must the Landlord pay the Tenant double the security deposit and security deposit interest?**

[13] For the reasons below, I find that the Landlord must pay the Tenant double the security deposit and security deposit interest.

[14] Section 40 of the Act provides the rules for keeping and returning security deposits, stating in part as follows:

(1) Except as provided in subsection (2) or (3), within 15 days after the date the tenancy ends or is assigned, the landlord shall either

(a) issue payment, as provided in subsection (5), of any security deposit to the tenant with interest calculated in accordance with the regulations; or

(b) make an application to the Director under section 75 claiming against the security deposit.

(2) A landlord may retain from a security deposit an amount that

(a) the Director has previously ordered the tenant to pay to the landlord; and

(b) remains unpaid at the end of the tenancy.

(3) 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

(b) after the end of the tenancy, the Director orders that the landlord may retain the amount.

(4) Where a landlord does not comply with this section, the landlord

(a) shall not make a claim against the security deposit; and

(b) shall pay the tenant double the amount of the security deposit.

[15] The Landlord was required to comply with subsection 40(1).

[16] The Landlord had to return the security deposit or file an application with the Rental Office within 15 days after the date the tenancy ended. Based upon the evidence presented, including the Tenant's bank records, bank correspondence and the correspondence between the parties, I find that the Landlord did not in fact return the Tenant's security deposit.

[17] The documents that the Tenant received from the Landlord claimed that the security deposit and interest were returned to the Tenant on or about May 12, 2026.

[18] The Tenant denies receipt of any security deposit funds.

[19] Based upon the evidence presented, I find that the Tenant's bank records and bank correspondence establish that the Tenant did not in fact receive these funds. The Tenant stated that only one bank account for the Tenant was provided to the Landlord. The transactions shown in the bank records for this account do not show the Landlord returning the security deposit.

[20] Further, after the Landlord received the Tenant's documentary evidence that the security deposit funds were not received, the Landlord still has not returned the security deposit.

[21] The timeline for the Landlord to return the security deposit or file an application within 15 days under subsection 40(1) expired months ago. There is no evidence that the Landlord filed an application with the Rental Office regarding the security deposit.

- [22] There is no evidence of an earlier Rental Office decision authorizing the Landlord to keep the security deposit under subsection 40(2) nor evidence of an agreement that the Landlord could keep the security deposit under subsection 40(3).
- [23] For these reasons, I find that the Landlord is required to pay the Tenant double the security deposit by operation of law under subsection 40(4).
- [24] The Landlord must pay the Tenant the amount of \$1,817.90 by the timeline below, calculated as follows:

Security Deposit Compensation	
Item	Amount
Security deposit	\$900.00
Interest (7 JAN 2026 to 28 SEP 2026)	\$17.90
Subsection 40(4) compensation	\$900.00
	\$1,817.90

B. Must the Landlord pay the Tenant compensation regarding washer and dryer services?

- [25] The Tenant claims against the Landlord regarding the Unit's washer and dryer, in the amount of \$150.00.
- [26] The Tenant's evidence is summarized as follows.
- [27] A clothes washer and dryer were included services in the tenancy agreement.
- [28] The Unit's washer and dryer were not working when the Tenant moved into the Unit on January 7, 2026. The washer would not work at all because it would not turn on. The dryer would turn on and spin but it would not provide any heat.
- [29] The Tenant reported the washer and dryer problems to the Landlord on January 9, 2026. The Tenant's documents state that the Landlord's repair person telephoned the Tenant on January 23, 2026 from an unknown number. The Tenant did not answer the call because the Tenant did not recognize the number but the Tenant later returned the call.
- [30] The Landlord had the washer and dryer repaired through repair services provided on February 2, 2026 and February 7, 2026.
- [31] The Tenant stated that she had to hand wash clothing and bedding, which was inconvenient and required additional effort.
- [32] Subsection 28(1) of the Act states:

A landlord shall provide and maintain the residential property in a state of repair that
(a) complies with the health, safety and housing standards required by law; and
(b) having regard to the age, character and location of the rental unit, makes it
suitable for occupation by a tenant.

- [33] The Landlord should have ensured that the washer and dryer were working properly when the Tenant moved into the Unit. I would have expected that these issues would have been identified through move-out inspections for the previous occupants of the apartment under section 38 of the Act or a move-in inspection with the Tenant under section 18 of the Act.

- [34] I accept the Tenant's evidence that these laundry services were not working at the beginning of the tenancy. The Tenant was inconvenienced because the laundry services were not working and compensation is supported under subsection 85(1) of the *Act*.
- [35] I have reviewed the evidence presented and find that the Landlord responded to the Tenant's complaints. I also acknowledge that time is required to arrange for repair work within a contractor's schedule.
- [36] I also consider the Tenant's compensation claim in relation to what the Tenant received for the rent paid. In addition to the space that the Tenant rented, the rent also included internet, electricity, heat, water, bed, cooking stove, refrigerator, snow removal and grass cutting.
- [37] In light of the Landlord's repair efforts and the space, services and facilities included in the rent, I find that part of the Tenant's claim is supported, in the amount of \$50.00.

CONCLUSION

- [38] The Application is allowed in part.
- [39] The Tenant has established claims for double the security deposit, security deposit interest and compensation for washer and dryer services in the total amount of \$1,867.90 (\$1,817.90 plus \$50.00), which the Landlord must pay to the Tenant by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant the amount of \$1,867.90 by October 28, 2026.

DATED at Charlottetown, Prince Edward Island, this 28th day of September, 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.