

INTRODUCTION

- [1] This decision addresses an application the Landlord filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks \$6,477.66 in compensation from the Tenant for damage to the Unit, replacing appliances and rent owing. The Landlord also seeks to keep the Tenant's security deposit, including interest to offset the amount owing.
- [3] The security deposit, including interest, totals \$975.39.

BACKGROUND

- [4] The Unit is a single-room with a bathroom, contained in a 13-room, bed and breakfast building, owned by the Landlord.
- [5] On October 24, 2025, the parties entered into a written, fixed-term tenancy agreement from October 28, 2025 to April 30, 2026. Rent in the amount of \$950.00 was due on the first day of the month. The Tenant paid the Landlord a \$950.00 security deposit at the beginning of the tenancy.
- [6] On February 1, 2026, the parties agreed to reduce the rent. The rent was \$850.00 due on the first day of the month.
- [7] On April 2, 2026, the Landlord's representative (the "Representative") served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 22, 2026 for non-payment of rent and damage to the Unit (the "Notice").
- [8] On May 1, 2026, the Tenant vacated the Unit and the tenancy ended.
- [9] On May 12, 2026, the Landlord e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the Tenant's security deposit plus additional compensation (the "Application").
- [10] On July 28, 2026, the Rental Office provided the parties with notice of a tele-hearing scheduled for September 10, 2026.
- [11] On August 20, 2026, the Rental Office provided the parties with a 50-page PDF evidence package.
- [12] On September 10, 2026, the Representative participated in the hearing. The Tenant did not participate in the hearing. I telephoned and e-mailed the Tenant and received no response. After ten minutes the hearing proceeded in the Tenant's absence. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package.

DISPOSITION

- [13] The Landlord's claims are established in part, totalling \$6,030.10. The Landlord will keep the Tenant's security deposit, including interest to offset the Landlord's claims.
- [14] The Tenant must pay the Landlord \$5,054.71 by the timeline below.

ISSUE

- A. Has the Landlord established valid claims against the Tenant to keep the security deposit and additional compensation?

EVIDENCE & ANALYSIS

- [15] When a party makes an application to the Rental Office, the onus on that party to support their application with convincing evidence. In this case, the burden of proof lies with the Landlord, as the party advancing their claims. The applicable standard is proof on a balance of probabilities.
- [16] 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, which 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...*

- [17] To be successful, the Landlord must establish that the Tenant caused damaged 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
- [18] The Landlord's evidence included a copy of the tenancy agreement, a copy of the Notice, proof of service of the Notice and the Application, photographs of the Unit, invoices, and receipts.
- [19] The Tenant did not submit any evidence.
- [20] The Landlord's total financial claims against the Tenant is \$6,477.66, as set out below.

Item	Amount
April 2026 rent owing	\$800.00
Repairs and garbage removal	\$4,200.00
Materials	\$358.77
Appliances (refridgertor and tvs)	\$1,118.89
Total	\$6,477.66

- [21] For the reasons below, I find that the Landlord's claims are established in part, totalling \$6,030.10.

Rent owing

- [22] The Representative stated that the Tenant owes \$800.00 for April 2026's rent. The Tenant was given the Notice for non-payment of rent and damage. The Representative stated that the Tenant paid the Landlord \$50.00 on April 23, 2026.
- [23] I find that the Landlord's undisputed evidence establishes that the Tenant did not pay April 2026's rent in full, which resulted in the Notice being served to the Tenant on April 2, 2026.
- [24] The evidence presented establishes that the Tenant owes the Landlord \$800.00 for April 2026's rent. This claim is allowed.

Repairs and garbage removal

- [25] The Representative stated that the Tenant caused significant damage to the Unit before he vacated.

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

- [26] The Landlord's evidence included photographs of the Unit taken at the end of the tenancy. The photographs show significant damage to the doors, drywall and furniture inside the Unit. The photographs also show garbage left in the Unit.
- [27] I find that the evidence presented establishes that the Tenant caused damage to the Unit beyond reasonable wear and tear. The Tenant also left the Unit below a standard of reasonably clean. The Landlord's evidence establishes that the cost to repair the damage and remove the garbage was \$4,200.00. The Landlord's evidence included an itemized invoice.
- [28] I find that this claim is allowed, in the total amount of \$4,200.00.

Materials

- [29] The Landlord is seeking \$358.77 in compensation for materials purchased to repair the Unit. The Landlord submitted into evidence numerous Home Depot receipts. I find that the Landlord's evidence establishes that these costs were associated with the damages the Tenant caused in the Unit. This claim is allowed.

Appliances

- [30] The Landlord is seeking \$1,118.89 in compensation for replacing a refrigerator and television. The Landlord submitted invoices for the replacement of the appliances.
- [31] I find that the appliances were included in the tenancy agreement and that the Tenant caused damage to the appliances beyond reasonable wear and tear. The Landlord's evidence establishes this claim in part.
- [32] In Order LR24-06, the Commission applied the principle of betterment in determining the amount to be awarded to a landlord for damage caused by a tenant, taking depreciation into account. The Commission noted that a party should not be put in a better position than they would have been had the damage not occurred. In this case, the Representative stated that the refrigerator and television needed to be replaced. The Representative stated that he could not remember when the appliances were purchased but were in the Unit prior to 2024.
- [33] I find that the Tenant is responsible for 60% of the total cost, totalling \$671.33.

CONCLUSION

- [34] The Application is allowed in part.
- [35] The Landlord has established a claim, totalling \$6,030.10 (\$800.00 + \$4,200.00 + \$358.77 + \$671.33).
- [36] The Landlord will keep the security deposit, including interest, totalling \$975.39 (\$950.00 + \$25.39) to offset the established claim.
- [37] The Tenant must pay the Landlord \$5,054.71 by the timeline below.
- [38] My calculations are as follows:

Item	Amount
Landlord's established claim	\$6,030.10
Less security deposit plus interest	-\$975.39
Total	\$5,054.71

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, totalling \$975.39.
2. The Tenant must pay the Landlord \$5,054.71 by November 19, 2026.

DATED at Charlottetown, Prince Edward Island, this 19th day of October, 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.