

INTRODUCTION

- [1] This decision addresses an application the Landlords filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlords seek a monetary Order against the Tenant for rent owing and compensation for cleaning and repairs. The Landlords also request to keep the security deposit, including interest, to offset part of their claims.

BACKGROUND

- [3] The Unit is a four-bedroom, two-bathroom rental unit in a multi-unit building (the “Residential Property”) owned by the Landlords.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit from February 1, 2025, to July 31, 2025. After the fixed term ended, the tenancy then continued on a month-to-month basis. Rent of \$2,580.00 was due on the first day of the month. The Tenant paid a \$2,000.00 security deposit on February 1, 2025.
- [5] On April 30, 2026, the Tenant vacated the Unit.
- [6] On May 4, 2026, the Landlords filed and served a *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing, vacant possession of the Unit, to keep the security deposit, and permission to change the Unit's locks.
- [7] On July 8, 2026, the Landlords filed and served an amended *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing, compensation for cleaning and repairs, and to keep the security deposit (the “Application”).
- [8] On August 20, 2026, the Rental Office emailed the parties a notice of a tele-hearing scheduled for October 13, 2026.
- [9] On September 24, 2026, the Rental Office shared three Landlord videos and a 107-page PDF (the “Evidence Package”) with the parties via TitanFile.
- [10] On October 13, 2026, a Landlord (the “Landlord”), representing both Landlords, the Landlords’ witness and the Tenant joined the tele-hearing. The parties confirmed receipt of the Evidence Package, and the Landlord stated that it contained all submitted evidence. The Tenant submitted no evidence.

DISPOSITION

- [11] The Landlords will keep the security deposit, including interest, of \$2,089.75.
- [12] The Tenant must pay the Landlords \$2,580.00 by the timeline below.

ISSUES

- A. Can the Landlords keep the security deposit, including interest, for cleaning and repairs, and does the Tenant owe the Landlords rent?

ANALYSIS & FINDINGS**A. Can the Landlords keep the security deposit, including interest, for cleaning and repairs, and does the Tenant owe the Landlords rent?****Security deposit**

[13] The Landlord stated that she is seeking only the security deposit, including interest, for cleaning and repairs. The Landlord stated that the total cost of cleaning and repairs exceeds the security deposit. The Landlord submitted move-out photographs of the Unit, along with cleaning and repair estimates and invoices as evidence.

[14] The Tenant agreed that the Landlords can keep the security deposit, including interest, for cleaning and repairs.

[15] I find that the Landlords have established that they will keep the security deposit, including interest, of \$2,089.75 for cleaning and repairs.

Rent

[16] The Landlord stated that the Tenant owes \$2,580.00 in rent for April 2026.

[17] The Tenant agreed that he owes the Landlords \$2,580.00 in rent for April 2026, but may need additional time to pay the rent owing.

[18] I find that the Landlords have established that the Tenant owes \$2,580.00 in rent for April 2026.

CONCLUSION

[19] I find that the Landlords will keep the security deposit, including interest, of \$2,089.75 for cleaning and repairs.

[20] I find that the Tenant must pay the Landlords \$2,580.00 for rent owing for April 2026, by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the security deposit, including interest, of \$2,089.75.

2. The Tenant must pay the Landlords \$2,580.00 by November 19, 2026.

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