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 to keep part of the Tenant's security deposit, totalling $620.00 for repairs, cleaning and replacing a mailbox key.

BACKGROUND

[3] The Unit is a two-bedroom, one-bathroom rental unit located in a twenty-three-unit building (the "Residential Property") owned by the Landlord since November 2023.

[4] On August 9, 2012, the Tenant and the former owner entered into a written, monthly tenancy agreement. The Tenant paid the former owner a $995.00 security deposit. Rent in the amount of $995.00 was due on the first day of the month.

[5] On September 1, 2012, the Tenant moved into the Unit. Rent for the Unit increased throughout the tenancy. The rent at the end of the tenancy was $1,132.46.

[6] In November 2023, the Landlord purchased the Residential Tenancy and the tenancy continued.

[7] On May 29, 2026, the Tenant vacated the Unit and the tenancy ended by mutual agreement.

[8] On June 8, 2026, the Landlord e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep part of the Tenant's security deposit for repairs, cleaning and replacing a mailbox key, totalling $620.00.

[9] On July 29, 2026, the Landlord paid the Tenant the security deposit balance, totalling $375.00.

[10] On August 5, 2026, the Rental Office provided the parties with notice of a tele-hearing scheduled for September 17, 2026.

[11] On September 9, 2026, the Rental Office provided the parties with a twenty-five-page PDF evidence package.

[12] On September 17, 2026, the Landlord's representative (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. The Tenant did not submit any evidence.

DISPOSITION

[13] The Landlord's claims are established. The Landlord will keep part of the Tenant's security deposit, totalling $620.00.

[14] The Landlord must pay the Tenant the accrued interest, totalling $180.23 by the timeline below.

ISSUE

A. Has the Landlord established valid claims against the Tenant to keep part of the security deposit?

EVIDENCE & ANALYSIS

[15] When a party makes an application to the Rental Office, the onus is on that party to support their application with clear, convincing and cogent 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 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]

[18] The Landlord's evidence included a copy of the tenancy agreement and photographs.

[19] The Tenant did not submit any evidence.

[20] The Landlord's total financial claims against the Tenant is $620.00, as set out below.

Item	Amount
Repairs	$370.00
Cleaning	$150.00
Replace mailbox key	$100.00
Total	$620.00

[21] For the reasons below, I find that the Landlord's claims are established, totalling $620.00.

[22] I find that the Landlord's undisputed evidence establishes that the Tenant vacated the Unit and left the Unit in a condition below reasonably clean and caused damage to the Unit beyond reasonable wear and tear.

[23] The Representative's testimony stated that the Unit had water damage to the floor and the kitchen cabinet needed repairs. The Landlord's staff also needed to clean the Unit, including the appliances, walls and doors. The Landlord's evidence was supported by photographs of the Unit.

[24] The Representative's testimony stated that the Tenant did not return the mailbox key to the Unit. The Landlord needed to replace the mailbox key.

[25] The Representative stated that the Landlord returned the remaining security deposit balance to the Tenant, but did not return the accrued interest.

[26] I find that the Landlord's evidence establishes its claims against the Tenant, totalling $620.00.

[27] The Landlord will keep part of the security deposit, totalling $620.00.

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

[28] The Landlord will return to the Tenant the accrued interest, totalling $180.23 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, totalling $620.00.

2. The Landlord will pay the Tenant $180.23 by November 20, 2026.

DATED at Charlottetown, Prince Edward Island, this 20th 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.