

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 the Tenants’ security deposit for rent owing and repairs for damage beyond reasonable wear and tear, totalling \$820.00. The Tenants are (“TA” and “RS”).
- [3] The security deposit, including interest, totals \$837.30.

BACKGROUND

- [4] The Unit is an apartment located in a four-unit building, owned by the Landlord since 2020.
- [5] On January 7, 2026, the parties entered into a written monthly tenancy agreement. Rent in the amount of \$820.00 was due on the first day of the month, which included \$40.00 for internet.
- [6] On January 16, 2026, TA paid the Landlord a \$820.00 security deposit.
- [7] On April 29, 2026, or May 1, 2026, TA gave the Landlord’s representative (the “Representative”) notice that she was vacating the Unit at the end of the month. The parties disputed the date the notice was given by TA. RA did not communicate with the Landlord regarding his intentions to end or continue the tenancy.
- [8] On May 14, 2026, TA vacated the Unit. RA was incarcerated, issued a stay-away order and was not occupying the Unit at the time.
- [9] On June 1, 2026, the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with a vacate date of June 20, 2026 for non-payment of rent (the “Notice”).
- [10] On June 15, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenants’ security deposit (the “Application”). The Application was given to the Tenants on June 16, 2026.
- [11] On August 18, 2026, the Rental Office provided the parties with notice of a paper-based hearing with a first submission timeline of September 1, 2026.
- [12] On August 25, 2026, the Representative signed a *Certificate Respecting Evidence*.
- [13] On August 30, 2026, TA signed a *Certificate Respecting Evidence*.
- [14] On September 21, 2026, the Rental Office provided the parties with a 69-page PDF evidence package with a response submission timeline of September 28, 2026.
- [15] On October 6, 2026, the Rental Office provided the parties with a 19-page PDF response evidence package.
- [16] I have reviewed all of the evidence submitted and prepared this Order.

DISPOSITION

- [17] The Application is denied. The Landlord has not established a valid financial claim against the Tenants.
- [18] The Landlord must return the security deposit, including interest, to TA by the timeline below.

ISSUE

- A. Has the Landlord established valid claims against the Tenants to keep the security deposit?

EVIDENCE & ANALYSIS

- [19] 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.

- [20] 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...*

- [21] The Landlord's total financial claim is the total amount of the security deposit, \$820.00, as set out below.

Item	Amount
Prorated June 2026 rent	\$570.00
Repairs to damage	\$250.00
Total	\$820.00

- [22] For the reasons below, I find that the Landlord's claims are not established.

June 2026 Rent

- [23] The evidence establishes that the tenancy was month-to-month, which means under subsection 55(2) the Tenants were required to give at least one month notice, with the end date being the day before the day that rent is due under the tenancy agreement. Rent was due on the first day of the month. The Landlord's evidence stated that TA gave notice on May 1, 2026. TA's evidence is that she gave notice on April 29, 2026.
- [24] I find that TA gave notice to end the tenancy on April 29, 2026, which means that the tenancy ended May 31, 2026. TA's evidence is supported by phone records, which support TA's evidence that she called the Landlord regarding notice to end the tenancy.
- [25] TA's evidence also establishes that TA and her family members moved her personal belongings out of the Unit on May 14, 2026. RS was not occupying the Unit during this time because of a stay-away order and being incarcerated. TA's evidence stated that the Landlord was informed of this and that the Unit was vacant after May 14, 2026. RS's personal items were removed from the Unit at the same time as TA's personal items.
- [26] Therefore, I find that the tenancy ended May 31, 2026 and that the Tenants do not owe June 2026 rent. This claim is denied.

Damage

- [27] The Landlord is seeking \$250.00 in repairs to damage.
- [28] The Landlord submitted photographs into evidence.

- [29] The TA disputed responsibility and stated that the Landlord's alleged damage was reasonable wear and tear.
- [30] I find that the Landlord did not submit into evidence a move-in and move-out inspection report. Subsections 18(1) and 38(1) require a landlord and tenant to complete a move-in and move-out inspection report. The standard *Form 5 – Landlord Condition Inspection Report* is available on the Rental Office's website.
- [31] The Landlord has provided minimal to no evidence that the Tenants are responsible for any damage beyond reasonable wear and tear. The photographs show some nicks, marks and cracks in the walls and door frame. However, the Landlord's evidence does not establish that the Tenants caused the damage.
- [32] The Landlord also did not submit evidence supporting the \$250.00 charge, such as an invoice or receipt.
- [33] Therefore, I find that this claim is denied.
- [34] The Application is denied.

Security deposit return

- [35] I find that the evidence establishes that TA paid the Landlord the full amount of the security deposit on or around January 16, 2026. TA submitted into evidence bank records showing a \$1,203.00 withdrawal.
- [36] TA paid the Landlord \$1,200.00 in cash on January 16, 2026, which included the security deposit and prorated rent. The rent receipt was submitted into evidence.
- [37] I find that the Landlord must return the full amount of the security deposit, plus interest to TA by the timeline below.
- [38] Any adjustments to the security deposit would need to be arranged directly between the Tenants.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay TA \$837.30 by November 23, 2026.

DATED at Charlottetown, Prince Edward Island, this 23rd 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.