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, including interest, for outstanding rent, cleaning, garbage removal and repairs.

[3] The security deposit, including interest, totals $1,410.60.

BACKGROUND

[4] The Unit is a single-family dwelling owned by the Landlord.

[5] On June 4, 2025 the Tenants paid the Landlord a $1,360.00 security deposit.

[6] On July 1, 2025 the parties signed a written, fixed-term tenancy agreement. The rent was $1,360.00 due on the first day of the month.

[7] On June 13, 2026 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* effective July 4, 2026 for non-payment of rent, in the amount of $1,360.00 (the "Notice").

[8] On July 7, 2026 the Tenants vacated the Unit because of the Notice and the tenancy ended.

[9] On July 7, 2026 the Landlord e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the Tenants' security deposit, including interest (the "Application"). The Application was e-mailed after the Rental Office's hours of operation and was considered filed on July 8, 2026.

[10] On August 18, 2026 the Rental Office provided the parties with notice of a tele-hearing scheduled for October 1, 2026.

[11] On September 1, 2026 the Rental Office provided the parties with an updated notice of a tele-hearing scheduled for October 27, 2026.

[12] On September 14, 2026 the Rental Office issued to the parties a 34-page PDF evidence package.

[13] On October 27, 2026 the Landlord's representative (the "Representative") participated in the hearing. The Tenants did not participate in the hearing. I e-mailed the Tenants and received no response. After ten minutes the hearing proceeded in the Tenants' absence. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Tenants did not submit any evidence.

DISPOSITION

[14] The Landlord's claims are established. The Landlord will keep the security deposit, including interest, totaling $1,410.60.

ISSUE

A. Has the Landlord established valid claims against the Tenants to keep the security deposit, including interest?

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] The Landlord's evidence included a written submission, copy of the tenancy agreement, an e-mail to the Tenants regarding late rent, a copy of the Notice, an invoice and photographs of the Unit at the end of the tenancy. The Representative also provided direct evidence at the hearing.

[18] The Tenants did not submit any evidence and did not attend the hearing.

[19] For the reasons below, I find that the Landlord's claims are established totalling, $1,410.60.

[20] I find that the Landlord's undisputed evidence establishes that the Tenants vacated the Unit on July 7, 2026 without paying all of June 2026's rent or July 2026's rent. The Representative stated that the Tenants paid half of June 2026's rent, in the amount of $680.00.

[21] I find that the Tenants vacated the Unit on July 7, 2026, overholding since July 4, 2026, which was the effective date on the Notice.

[22] I find that the Tenants owe $680.00 for June 2026's rent and prorated seven days rent for July 2026, in the amount of $307.10. The Landlord's rent claim is allowed, totalling $987.10.

[23] I also find that the Landlord's evidence established that the Tenants vacated the Unit and left the Unit in a condition below reasonably clean and caused damage to the Unit beyond reasonable wear and tear.

[24] The Representative stated that the Landlord is only seeking to keep the full amount of the security deposit plus interest, despite the total cost exceeding the security deposit balance.

[25] I find that the Landlord's claim for cleaning and garbage removal is allowed, totalling $423.50.

[26] The Landlord's total established claim is $1,410.60 ($987.10 + $423.50).

[27] The Application is allowed. The Landlord will keep the security deposit, including interest, totalling $1,410.60.

Move-in & Move-out Inspection Reports

[28] All tenancy agreements commencing on or after April 8, 2023 require a move-in and move-out inspection report under sections 18 and 38 of the *Act*.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, including interest, totalling $1,410.60.

DATED at Charlottetown, Prince Edward Island, this 29th 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.