INTRODUCTION

[1] This decision addresses an application the Tenants filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

[2] The Tenants request the return of their security deposit and a return of rent due to an unlawful increase.

BACKGROUND

[3] The details regarding the tenancy were not provided into evidence. However, the Landlord's representative (the "Representative") written submission does not dispute that a tenancy existed.

[4] The evidence does not provide when the tenancy ended.

[5] On April 30, 2026 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking the return of their security deposit and a return of $500.00 alleging an unlawful increase (the "Application").

[6] On May 1, 2026 the Tenants e-mailed the Rental Office a video-recording showing the Tenants sliding the Application under the Landlord's office door.

[7] On August 6, 2026 the Rental Office provided the parties with a notice of tele-hearing scheduled for September 10, 2026.

[8] On September 1, 2026 the Rental Office provided the parties with an updated notice of tele-hearing rescheduled for November 10, 2026.

[9] On September 15, 2026 the Rental Office provided the parties with a notice of a paper-based hearing with a first submission timeline of October 5, 2026.

[10] On October 13, 2026 the Rental Office provided the parties with a 13-page PDF evidence package, with a response submission timeline of October 20, 2026.

[11] Neither party submitted their signed *Certificate Respecting Evidence* and the Tenants did not submit any evidence.

[12] On October 21, 2026 the Rental Office provided the parties with a 5-page PDF response evidence package.

[13] The Tenants did not submit any evidence, response evidence nor responded to the Rental Office's correspondence.

[14] I have reviewed all of the evidence submitted and prepared this Order.

DISPOSITION

[15] The Application is dismissed.

ISSUE

A. Must the Landlord return the Tenants' security deposit and compensate the Tenants?

ANALYSIS & FINDINGS

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

[17] I find that the Tenants have not established their claims against the Landlord.

[18] After the Tenants submitted the Application, the Tenants did not respond to the Rental Office's inquiries, did not submit any evidence and did not respond to the Landlord's evidence.

[19] I find that there is insufficient evidence to determine how much the security deposit was and when the tenancy ended. Section 40 of the *Act* provides the rules for returning and keeping security deposits. The Representative's written submissions do not provide any details regarding the tenancy agreement, the security deposit amount paid or when the tenancy ended.

[20] I cannot determine, based on the evidence presented, whether or not the Landlord complied with section 40. Therefore, the Tenants have not established a valid claim for the return of the security deposit.

[21] I further find that the Tenants have not established a monetary claim against the Landlord for an unlawful increase. The Representative's submissions denied the Tenants' claims and the Tenants did not submit any evidence to support their claim.

[22] The Application is dismissed due to insufficient evidence.

[23] In the Representative's written submissions, he states that:

> *"Taken together, the condition of the apartment, the damage to the walls and doors, the cigarette odour, the abandoned furniture and belongings, the unauthorized occupants, and the manner in which the unit was allegedly being used demonstrate why the damage deposit was retained. The deposit was not withheld arbitrarily; it was retained because the property was returned in a condition that required significant cleaning, removal of abandoned items, and repairs beyond ordinary wear and tear."*

[24] I remind the Landlord that a landlord cannot unilaterally keep a tenant's security deposit on Prince Edward Island. Even if the landlord believes they have a valid reason or that it was not withheld "*arbitrarily*."

[25] Section 40 of the *Act* requires that a landlord either return the full amount or file an application with the Rental Office seeking approval to keep the security deposit within 15 days from the end of the tenancy. Only specific exemptions apply to this rule.

[26] Failure to do as such, may result in the Landlord having to return the security deposit, including interest, and double the security deposit to their tenant.

IT IS THEREFORE ORDERED THAT

1. The Application is dismissed.

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.