INTRODUCTION

[1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "*Act*").

[2] The Landlord seeks an order against the Tenant to keep the security deposit, including interest, in the amount of $643.77, for damage to the Unit.

BACKGROUND

[3] The Unit is a batchelor apartment with one-bathroom located in a seven-unit building that the Landlord has owned for about 25 years.

[4] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from August 1, 2024 to July 31, 2025 that later became a monthly agreement (the "Tenancy Agreement"). A security deposit of $608.00 was paid on July 22, 2024. At the beginning of the tenancy rent in the amount of $608.00 was due on the first day of the month. At the end of the tenancy the monthly rent was $634.00.

[5] On July 2, 2026 the Tenant emailed the Landlord a notice stating that the Tenant would vacate the Unit on July 31, 2026.

[6] On July 31, 2026 the Tenant vacated the Unit.

[7] On August 14, 2026 the Landlord filed with the Rental Office and served the Tenant with a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking to keep the Tenant's security deposit for damage.

[8] On October 2, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for November 12, 2026.

[9] On October 21, 2026 the Rental Office emailed the Tenant because the Tenant had not submitted any evidence regarding this dispute.

[10] On November 3, 2026 the Rental Office emailed the parties a 44-page PDF evidence package.

[11] On November 12, 2026 the Landlord's three representatives (the "Representatives") participated in the hearing. I telephoned the Tenant and the Tenant answered but disconnected shortly thereafter. I emailed the Tenant an additional copy of the tele-hearing instructions. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time.

DISPOSITION

[12] The Landlord will keep the Tenant's security deposit.

ISSUE

A. Can the Landlord keep the Tenant's security deposit for damage?

ANALYSIS

[13] Clause 39(2)(a) of the *Act* provides the cleaning and damage standards at the end of a tenancy, stating as follows:

> *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…*

[14] The Landlord provided the Rental Office with a copy of the Tenancy Agreement, a move-in inspection report, invoices for labour, and photographs showing damage. The Representatives provided testimony regarding the damage claims against the Tenant. The photographs show significant damage, including damage to the Unit's wall and floor.

[15] The evidence package contains an email from the Tenant dated August 14, 2026 in which the Tenant admits that the burn mark in the Unit's kitchen occurred while the Tenant was living there.

[16] I find that the Landlord has established that the Tenant is responsible for damage to the Unit beyond reasonable wear and tear and the Landlord will keep the Tenant's security deposit, in the amount of $643.77.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of $643.77.

DATED at Charlottetown, Prince Edward Island, this 12th day of November, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.