



Docket: LR21061

Order: LR22-04

IN THE MATTER of an appeal, under Section 25 of the *Rental of Residential Property Act* (the "Act"), filed by Chen & Liang City United Ltd., against Order LD21-477 issued by the Director of Residential Rental Property and dated December 13, 2021.

BEFORE THE COMMISSION ON Thursday, January 20, 2022.

Panel Chair - Erin T. Mitchell, Commissioner
M. Douglas Clow, Vice-Chair

Hearing Date: Wednesday, January 19, 2022

ORDER

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(Sgd.) Susan Jefferson

Commission Administrator
Corporate Services and Appeals

This appeal asks whether a landlord is permitted to retain all, or a portion, of a tenant's security deposit.

BACKGROUND

Chen & Liang City United Ltd. (the "Landlord") rented an apartment located at 86 Kent Street, Charlottetown, PE (the "Premises"), to Luciana Davila (the "Tenant") and another tenant commencing on July 1, 2020. Rent was the amount of \$1,600 per month. A security deposit in the amount of \$1,600 was required and paid.

The Tenant vacated the Premises on September 30, 2021. The Landlord seeks to keep the full balance of the security deposit for pest control, cleaning, garbage disposal and replacing a broken window glass. The Tenant wants the security deposit returned. Both parties filed applications with the Office of the Director of Residential Rental Property seeking the security deposit.

In Order LD21-477, the Director found that the Tenant was entitled to retain the security deposit, plus accrued interest, in the amount of \$1,606.

The Landlord appealed.

The Commission heard the appeal by way of telephone conference call on January 19, 2022. The Landlord was represented by Xiong Liang Chen, who was assisted by a translator, William Li. The Tenant also participated and was assisted by Connor Kelly of PEI Fight for Affordable Housing.

Disposition

The appeal is denied and Director's Order LD21-477 is confirmed.

The Issue

Did the Director err in finding that the security deposit be returned in full to the Tenant?

Analysis

The Landlord included a written quote dated October 1, 2021, for glass replacement as part of the appeal documents. The Landlord's evidence is that the glass has not been replaced to date, over three and one half months after the date of the quote.

The Landlord has not provided any receipts for cleaning services. The Landlord has not provided any receipts for trucking services for items allegedly left by the Tenant.

The Landlord claims for matters associated with not setting out the green cart on the required day and not properly sorting garbage; however, the Landlord has not provided evidence of any rejection stickers, fines or trucking fees associated with missed garbage pickup.

There is no evidence that the infestation was caused by the Tenant nor the other tenant.

Where a lessor makes a claim against a security deposit, the Commission expects that receipts will be filed to establish the actual sum paid as a result of alleged damage. While an estimate gives a rough idea of the sum that might be paid out in the future, it does not establish the actual incurred cost of damage. Repairs would be expected to be performed within a reasonable time.

Accordingly, the Commission confirms Director's Order LD21-477 and the appeal is denied.

NOW THEREFORE, pursuant to the *Island Regulatory and Appeals Commission Act* and the *Rental of Residential Property Act*,

IT IS ORDERED THAT

1. **The appeal is denied.**
2. **Director's Order LD21-477 is confirmed.**

DATED at Charlottetown, Prince Edward Island, Thursday, January 20, 2022.

BY THE COMMISSION:

(sgd. Erin T. Mitchell)

Erin T. Mitchell, Commissioner

(sgd. M. Douglas Clow)

M. Douglas Clow, Vice-Chair

NOTICE

Subsections 26(2), 26(3), 26(4) and 26(5) of the *Rental of Residential Property Act* provides as follows:

26. (2) A lessor or lessee may, within fifteen days of the decision of the Commission, appeal to the court on a question of law only.
 - (3) The rules of court governing appeals apply to an appeal under subsection (2).
 - (4) Where the Commission has confirmed, reversed, or varied an order of the Director and no appeal has been taken within the time specified in subsection (2), the lessor or lessee may file the order in the court.
 - (5) Where an order is filed pursuant to subsection (4), it may be enforced as if it were an order of the court.