



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 25, 2025

Dockets: LR25037

Type: Rental Appeal

INDEXED AS: Aijun Liu v. Lude Meng

2025 PEIRAC 47(CanLII)

Order No: LR25-44

BETWEEN:

Aijun Liu (the "Landlord")

Appellant

AND:

Lude Meng (the "Tenant")

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C., Chair
Gordon MacFarlane, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on August 5, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlord return the security deposit balance, in the amount of \$368.56 by July 24, 2025.

B. BACKGROUND

2. This appeal concerns a rental unit located at room 7, 85 Bardin Crescent, Charlottetown, PEI (the “Rental Unit”). The Rental Unit is a bedroom with shared services and facilities in an eight-bedroom, seven-bathroom dwelling (the “Residential Property”) that the Landlord has owned since May of 2018.
3. The Landlord and the Tenant entered into a written, fixed-term tenancy agreement for the Rental Unit for the period of October 1, 2024 to September 30, 2025 (the “Tenancy Agreement”). A security deposit of \$1,000.00 was paid on September 16, 2024.
4. The Tenancy Agreement states that the monthly rent was \$1,200.00 and the rent would be reduced to \$1,100.00 if the Tenant was manager of the Residential Property. The rent was due by the first day of the month.
5. The parties had an earlier Rental Office dispute regarding the Landlord serving an eviction notice to the Tenant and a claim by the Tenant for a return of rent.
6. On December 2, 2024 Order LD24-405 was issued which ordered that the Tenancy Agreement would continue and the Tenant could continue to live in the Rental Unit. The Tenant’s compensation claim was denied.
7. On February 21, 2025 the Tenant vacated the Rental Unit. The Residential Tenancy Office determined that the Tenancy Agreement ended on this date.
8. On February 25, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office to keep the security deposit and to make financial claims against the Tenant. This application was amended on March 3 and 4, 2025 (the “Landlord Application”).
9. On March 3, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office with financial claims against the Landlord. This application was amended on March 6, 2025 (the “Tenant Application”).
10. On April 1, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 15, 2025, along with a copy of the Landlord Application and the Tenant Application.
11. On May 13, 2025 the Rental Office emailed the parties a 110-page PDF document (“PDF”) and video evidence (the “Evidence Package”).

12. On May 15, 2025 the Landlord, the Tenant and an interpreter participated in a teleconference hearing with the Rental Office.
13. During the hearing before the Rental Office the Landlord confirmed that she received the Evidence Package and confirmed that all documents and videos submitted to the Rental Office prior to the hearing were included. The Landlord emailed the Rental Office additional evidence during the hearing which was immediately forwarded to the Tenant. The Tenant stated that she had sent her evidence to the Rental Office in two emails on April 29 and 30, 2025, which contained one video.
14. The parties were provided additional time after the hearing to further review the Evidence Package and provide additional evidence and submissions. The parties submitted a significant amount of additional evidence and arguments.
15. On June 24, 2025, the Residential Tenancy Office issued order LD25-229, which ordered that the Landlord will keep part of the Tenant's Security deposit, in the amount of \$650 and the Landlord will return the security deposit balance, in the amount of \$368.66 by July 24, 2025.
16. The Landlord appealed Order LD25-229 on July 25, 2025.
17. The Commission heard the appeal on August 5, 2025, by way of telephone conference. The Landlord, Aijun Liu, and the Tenant, Lude Meng, attended the telephone hearing.
18. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

19. The appeal is denied and Order LD25-229 is confirmed.

D. ISSUES

20. Did the Rental Office err in requiring the Landlord to return a portion of the security deposit?

E. SUMMARY OF EVIDENCE

21. The Landlord with the help of a translator testified that the Tenant had damaged the kitchen cabinets by boiling water, with the kettle located in the wrong spot. The Landlord states that the repair would cost \$1,000.00. The Landlord stated that the Tenant threw out a chair without seeking the Landlord's permission. The Landlord stated that the chair in question was a very expensive leather chair like an antique. The Landlord stated that the Tenant wasted water and electricity by cooking all the time. The Landlord stated that the Tenant did not put food away.
22. The Landlord testified about an incident of particular concern. The Tenant had cooked a pig's head on the kitchen floor with a torch. This was a fire hazard. In addition, the Landlord testified that the Tenant had left a blade with blood on it laying around,

presumably used for the pig's head. This caused panic with another tenant and the police were called.

23. The Landlord testified that the Tenant moved out without providing 30 days' notice and thus the Landlord felt that all of the security deposit should be retained. The Landlord stated that the Tenant disrupted the Landlord's business. The Landlord stated that the Tenant did not follow all of the terms of the Tenancy Agreement and therefore the Landlord should be compensated as set out in that agreement.
24. The Landlord stated that she felt that the hearing before the Rental Office was not fair and she wants the "contract", that is to say the Tenancy Agreement, to be applied.
25. The Tenant testified that the Landlord had wanted her to move out of the Rental Unit and she obeyed the notice and moved out well before May 2025. The Tenant stated that there was "no heat" for two months as the temperature was low in the bedroom, living room and bathroom. The Tenant feels she should have "compensation" for the lack of heat.
26. The Tenant denied throwing out the chair; rather there was a concern that someone would be hurt so the chair was taken outside, repaired and returned. The Tenant stated that the chair was not a leather chair: it is a different type of chair.
27. The Tenant stated that she wants all of her deposit returned. She stated that one of the \$500.00 payments made by the Landlord to her was towards her salary as manager for the Landlord's Airbnb, while the other \$500.00 payment was for her to purchase coffee, paper, cookies etc. for the guests.

F. ANALYSIS

28. A tenancy agreement between a landlord and tenant must comply with the requirements of the *Act*. The Landlord has sought full enforcement of the tenancy agreement, characterizing it as a contract between the parties which must be enforced. However, the Commission agrees with the Rental Office that the terms in the tenancy agreement allowing automatic retention of the security deposit are invalid and the late rent charges set out in the Tenancy Agreement are also invalid. They are invalid because they are not authorized and indeed are contrary to the provisions of the *Act*.
29. The Landlord characterizes the hearing before the Rental Office and the ruling set out in Order LD25-229 to be unfair to her. A review of Order LD25-229 indicates that several rulings were in the Landlord's favour, for example rent owing claims for November and December 2024 and January 2025. Order LD25-229 rejected the Tenant's application for a double security deposit return, compensation for an alleged lack of heat, personal injury claim and lost wages. Order LD25-229 rejected the Landlord's claim for business income losses. As is often the case in complex claims and cross claims, a tenant is successful on some matters while the landlord is successful on others. The Commission characterizes Order LD25-229 as fair, balanced and evidence based.
30. The Landlord makes claims for damages to the Rental Unit, citing a chair which was allegedly discarded and kitchen cabinets damaged by steam from a kettle. Claims for cleaning were also in evidence. However, the Landlord failed to follow the mandatory

requirements of the *Act* in providing move-in and move-out inspection reports. Photographs were submitted but they were not date stamped and thus fail to accurately portray the condition of the Rental Unit immediately prior to the commencement of the tenancy. There is also concern about the date the post-tenancy photographs were taken. With such defects in evidence, the possibility that damage and cleaning issues occurred before or after the tenancy are significant. Without pre-tenancy and post-tenancy inspection reports or date stamped photographs immediately before and immediately after the tenancy it is thus not possible to objectively assess damage and cleaning claims. Exceptions do occur, such as with new construction, documented admissions by a tenant of damage etc. Here, however, the Rental Unit has been owned by the Landlord since 2018 and the Tenant denies damage and leaving the Rental Unit unclean. The Commission therefore agrees with the Rental Office that there is insufficient evidence to establish the Landlord's damage and cleaning claims.

31. With respect to the Landlord's assertion that the Tenant failed to give sufficient notice and therefore a monetary claim should be awarded, the Commission notes that the Landlord had previously sought to evict the Tenant at the earliest opportunity, leading to a previous application and determination by the Rental Office in Order LD24-405. The Commission agrees with the Rental Office that the evidence was clear that the Landlord wanted the Tenant to move out as soon as possible, including a WeChat request made by the Landlord on February 18, 2025, and therefore no award in lieu of notice will be made given that the Tenant moved out three days later. If a landlord demands a tenant leave and the tenant does leave, the landlord cannot argue that the tenant owes compensation for lack of notice.
32. Given the evidence before the Commission, the Commission agrees with Rental Office that of the \$1,000.00 security deposit, the Landlord has established a claim against the Tenant for \$650.00. The remainder of the security deposit, \$350.00, plus interest earned to the date of this Order, is to be returned to the Tenant. At the issue date of Order LD25-229, June 24, 2025, interest on the security deposit was \$18.56. The Commission finds that the interest has now increased to \$24.93, and therefore the amount which must be returned by the Landlord to the Tenant is \$374.93 [\$350.00 + \$24.93].
33. The Commission notes that the Landlord expressed great frustration with the actions of the Tenant. In this regard, the Commission acknowledges that a particular incident, documented on video, where a pig head was cooked with a torch on the kitchen floor was both a valid public safety and a threat to personal property which alarmed the Landlord and another tenant and was further exacerbated by the presence of a knife. Accordingly, it is understandable that the Landlord would feel that their property was in peril and would feel disrespected by the Tenant's inappropriate behaviour in that particular incident. Such an incident legitimately sets the tone for a poor landlord-tenant relationship.

G. CONCLUSION

34. The appeal is denied. Order LD25-229 is confirmed subject to the updating of the calculation of security deposit interest.

IT IS ORDERED THAT

1. The appeal is denied.
2. Order LD25-229 is confirmed, subject to the calculation of interest on the security deposit.
3. The Landlord will keep \$650.00 from the security deposit.
4. The balance of the security deposit, together with interest on the whole security deposit, in the amount of \$374.93 shall be paid by the Landlord to the Tenant by October 10, 2025.

DATED at Charlottetown, Prince Edward Island, 25th day of September, 2025.

BY THE COMMISSION:

[sgd. Pamela J. Williams, K.C.]

Pamela J. Williams, K.C., Chair

[sgd. Gordon MacFarlane]

Gordon MacFarlane, Commissioner

NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.