

INTRODUCTION

- [1] This decision determines an application filed under the *Residential Tenancy Act* (“Act”) with the Residential Tenancy Office (“Rental Office”).
- [2] The Landlord seeks to keep the Tenant’s security deposit, including interest in the amount of \$2,240.13, and additional compensation in the amount of \$3,566.05. The Landlord’s total claim is \$5,766.05.

DISPOSITION

- [3] The evidence establishes that the Landlord has a valid claim for rent owing, unpaid utilities, cleaning, refilling the oil tank and damage. The Landlord can keep the Tenant’s security deposit, including interest, in the amount of \$2,240.13 to offset the Landlord’s claims. The Tenant must pay the Landlord \$2,835.92 by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom and one-bathroom single family dwelling, owned by the Landlord.
- [5] On July 31, 2024 the parties signed a written, fixed-term tenancy agreement on the *Form 1 – Standard Form of Tenancy Agreement* for the period of August 1, 2024 to August 1, 2025. Rent was \$2,200.00 due on the first day of the month. Electricity was not an included service under the tenancy agreement.
- [6] On August 1, 2024 the Tenant paid a \$2,200.00 security deposit to the Landlord.
- [7] On January 19, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of February 7, 2025 (“Notice”) for non-payment of rent.
- [8] On February 7, 2025 the Tenant vacated the Unit, and the tenancy ended due to the Notice.
- [9] On February 14, 2025 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (“Application”) with the Rental Office seeking to keep the security deposit, including interest.
- [10] On February 28, 2025 the Landlord amended the Application to seek additional compensation for unpaid rent, unpaid utilities, cleaning, refilling the oil tank and damage.
- [11] On March 7, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing, scheduled for April 24, 2025, along with a copy of the amended Application.
- [12] On April 17, 2025 the Rental Office emailed the parties a 104-page document and two video-recording evidence package.
- [13] On April 24, 2025 the Rental Office emailed the parties an updated notice of a teleconference hearing, scheduled for April 25, 2025.
- [14] On April 25, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the amended Application. The parties confirmed that they received the evidence package and the parties confirmed that all documents and video-recordings submitted to the Rental Office were included.

ISSUE

- A. Has the Landlord established claims against the Tenant for rent owing, unpaid utilities, cleaning, refilling the oil tank and damage?

ANALYSIS & FINDINGS

- [15] The Landlord claims against the Tenant for rent owing, unpaid utilities, cleaning, refilling the oil tank and damage in the total amount of \$5,766.05. The claims are calculated as follows:

Item	Amount
Rent Owing – January 2025	\$1,200.00
Unpaid Utilities	\$858.75
Cleaning Costs	\$200.00
Refill Oil Tank	\$747.30
Damage	\$2,760.00
Total	\$5,766.05

Rent Owing for January 2025

- [16] The parties' evidence establishes that the Tenant only paid \$1,000.00 on January 1, 2025. The Tenant did not pay the \$1,200.00 outstanding balance for January 2025's rent.
- [17] I find that the Landlord's rent owing claim is allowed in the amount of \$1,200.00.

Utilities – Electricity

- [18] The parties' evidence establishes that the Tenant owes the Landlord unpaid utilities. The Landlord submitted electric bills from the period of December 2024 to January 2025.
- [19] I find that the Landlord's unpaid utilities claim is allowed in the amount of \$858.75.

Cleaning

- [20] The Landlord is seeking \$200.00 in compensation for cleaning.
- [21] Clause 39(2)(a) of the *Act* 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...*

- [22] The Landlord stated that the Unit's garage was messy, with left behind broken furniture and garbage. The Landlord stated that the garage was accessible for the Tenant, and that the Tenant's grandson used the garage. The Landlord stated that she hired a cleaning service for \$200.00 to clean the Unit's garage. The Landlord submitted photographs of the garage.
- [23] The Tenant stated that she had a friend remove some cans, bottles and garbage from the Unit after she vacated. The Tenant stated that the broken furniture was not moved and that she did not clean the garage. The Tenant stated that her grandson would stay in the garage.
- [24] I find that the Landlord's evidence establishes that the garage was below the standard of reasonably clean, and the Landlord's cleaning claim is allowed in the amount of \$200.00.

Refilling the Oil Tank

- [25] The parties' evidence establishes that oil heat was the responsibility of the Tenant. The Tenant stated that she never set up an account with an oil company, and never had the oil tank filled. The evidence also establishes that the oil tank was filled at the start of the tenancy and empty at the end of the tenancy.

[26] I find that the Landlord's claim is allowed in the amount of \$747.30.

Damage

[27] The Landlord claims \$2,760.00 for damage to the Unit.

[28] The Landlord stated that the Tenant damaged the Unit beyond normal wear and tear. The Landlord stated that there was a hole in the living room wall, a kicked-in garage door and some other general damages. The Landlord stated that the Tenant also did not return the garage key.

[29] The Landlord stated that the Tenant did not bring up any of the damages during the tenancy. The Landlord submitted a Kent installation invoice in the amount of \$2,760.00. The Landlord also submitted photographs of the damage in the Unit.

[30] The Tenant did not dispute some of the damage. The Tenant stated that she was not aware of the damage to the garage door, and that the repair costs were overpriced.

[31] I have reviewed the parties' evidence, and I find that the damage is beyond normal wear and tear.

[32] The Island Regulatory and Appeals Commission in Order LR24-06 commented on the principle of betterment. The basic principle at common law is that a party should not be put in a better position than they would have been had the wrongdoing not occurred.

[33] In this case, the Landlord submitted an invoice for \$2,760.00 which covered numerous repairs, including the removal and replacement of an entry door, the removal and replacement of baseboards, and patched drywall. I find that the Landlord is entitled to 75% of this claim, in the total amount of \$2,070.00.

Pre-Tenancy & Post-Tenancy Inspection Reports

[34] I note that all tenancies that begin on April 8, 2023 onwards, require a pre-tenancy and post-tenancy inspection to be completed. Subsections 18(3) and 38(3) of the *Act* require a landlord to complete a pre-tenancy and post-tenancy inspection report in the approved form. The *Form 5 – Landlord Condition Inspection Report* is located on the Rental Office's website.

CONCLUSION

[35] The Application is allowed in part. The Landlord will keep the Tenant's entire security deposit, including interest, in the amount of \$2,240.13.

[36] The Tenant must pay the Landlord the balance owing of \$2,835.92 by the timeline below, calculated as follows:

Item	Amount
Rent Owing – January 2025	\$1,200.00
Utilities Owing	\$858.75
Cleaning	\$200.00
Refilled Oil Tank	\$747.30
Damage	\$2,070.00
Less Security Deposit + Interest	(\$2,240.13)
Balance	\$2,835.92

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,240.13.
2. The Tenant will pay the Landlord the amount of \$2,835.92 by July 9, 2025.

DATED at Charlottetown, Prince Edward Island, this 9th day of May, 2025.

(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.