

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“*Act*”).
- [2] The Landlord seeks to keep the Tenant’s security deposit, including interest for damage and cleaning, in the total amount of \$553.53.

DISPOSITION

- [3] The Landlord must return the Tenant’s security deposit, including interest, in the total amount of \$553.53 by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom and one-bathroom apartment in a 23-unit building (“Residential Property”).
- [5] On October 4, 2017 the Tenant and the former landlord entered into a written, fixed-term *Form 1 – Standard Form of Rental Agreement*. At the end of the fixed-term the rental agreement continued on a monthly basis. The Tenant paid the former landlord a \$505.00 security deposit on October 4, 2017. Rent was \$1,132.46 due on the first day of the month.
- [6] On December 1, 2023 the Landlord purchased the Residential Property and the tenancy continued.
- [7] On March 31, 2025 the Tenant vacated the Unit and the tenancy ended by mutual agreement.
- [8] On April 14, 2025 the Landlord’s representative (“Representative”) filed a *Form 2(B) Landlord Application to Determine Dispute* (“Application”) with the Rental Office seeking to keep the Tenant’s security deposit, including interest for damage and cleaning to the Unit.
- [9] On April 23, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 29, 2025.
- [10] On May 16, 2025 the Rental Office made available a 94-page PDF and 1-video recording evidence package on TitanFile.
- [11] On May 29, 2025 the Representative and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence sent to the Rental Office was included.

ISSUE

- A. Has the Landlord established valid claims against the Tenant for damage and cleaning?

ANALYSIS & FINDINGS

- [12] The Application stated that the Landlord is seeking to keep the full amount of the Tenant’s security deposit, including interest, for damage and cleaning the Unit.
- [13] Clause 39(2)(a) of the *Act* sets out a tenant’s obligations on vacating, which 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.*

- [14] The Representative stated that the building service person ("E.B.") inspected the Unit at the end of the tenancy. E.B. did not participate at the hearing to provide evidence under affirmation. However, the Landlord submitted a written submission from E.B. dated April 9, 2025. The Landlord also submitted photographs of the Unit. The Representative stated that E.B. took the photographs early April 2025.
- [15] The Representative stated that the walls were damaged with nail holes, chips, scratches, pencil markings and hooks were left on the doors. Further, there were dents and dings on the walls, beyond reasonable wear and tear. The Representative stated that the Unit was going to be painted, however, the preparation time to repair the walls was longer than normal. The Representative did not submit an invoice or receipt into evidence because the work was completed by the Landlord's maintenance staff.
- [16] The Representative stated that the Unit was left with a lot of dust and dirt on the window sills windows and appliances.
- [17] The Tenant disputed the Landlord's claims for damage and cleaning.
- [18] The Tenant stated that the damage to the walls is reasonable wear and tear after living in the Unit for eight years. The Tenant stated that she offered to fill the nail holes on the walls with putty, however, was told by the Landlord's staff "it was not necessary."
- [19] The Tenant stated that she spent a whole day cleaning the Unit. The Tenant stated that she did forget to clean inside and behind some of the appliances. The Tenant submitted photographs of the Unit at the end of the tenancy and a video-recording showing the Unit at the end of the tenancy.
- [20] The Tenant stated that the Landlord's photographs did not look like the Unit. The Tenant stated that some of the damage shown in the photographs was not present before she vacated the Unit.

Determination

- [21] I note that the Landlord has the burden to prove, on a balance of probabilities, that their claims against the Tenant actually occurred and were caused by the Tenant.
- [22] For the reasons below, I find that the Landlord has not established its claims against the Tenant.
- [23] The parties were not required to complete a pre-tenancy and post-tenancy inspection report under section 109 of the *Act*.
- [24] I further note that a tenant is only responsible for costs associated with damage to the Unit which is beyond reasonable wear and tear and/or cleaning costs to bring the Unit to a reasonably clean standard.
- [25] Part of making such determinations include the length of the tenancy, photographs, inspection report(s) and/or direct and objective evidence under affirmation from a witness.
- [26] In this case, the tenancy lasted approximately eight years. For such a length of time, it is expected that wear and tear would be more prominent than in a tenancy that lasted one or two years.
- [27] The Landlord's evidence shows colour close-up photographs, whereas the Tenant's evidence shows colour wider shot photographs. The Tenant also submitted a video-recording of a walkthrough of the Unit.
- [28] I find that the Landlord's evidence shows some damage to the Unit's walls. However, the damage shown in the photographs is reasonable wear and tear after eight years of occupancy.

- [29] The Landlord did submit a written submission from E.B., who appears to be the maintenance person for the Residential Property and the person who took the photographs submitted into evidence. It would have been helpful to have E.B. participate at the hearing and provide evidence under affirmation.
- [30] Further, I find that the Landlord's evidence does not establish that the Unit was below a standard of reasonably clean. The dirty areas appear to be in areas not commonly viewed or maintained by tenants such as under appliances. The dirt, dust and lesser cleaned areas of the Unit do not justify the Landlord keeping any portion of the Tenant's security deposit.
- [31] Therefore, I find that the Application is denied. The Landlord must return the Tenant's security deposit, including interest, in the total amount of \$553.53 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord must return the Tenant's security deposit, including interest, in the total amount of \$553.53 by July 11, 2025.

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