

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 compensation for furniture replacement, damage, lock replacement and cleaning, in the total amount of \$13,813.67. The Landlord also seeks to keep the Tenant’s security deposit, including interest to offset the claim, in the amount of \$960.87.

DISPOSITION

- [3] The Landlord has established a claim for furniture replacement, damage, lock replacement and cleaning, in the total amount of \$8,163.20. The Landlord will keep the Tenant’s security deposit, including interest to offset the claims. The Tenant must pay the Landlord \$7,202.33 balance by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom and one-bathroom single-family dwelling, owned by the Landlord since June 2018.
- [5] On June 6, 2020, the parties entered into a written rental agreement. The Tenant paid a \$900.00 security deposit.
- [6] On October 17, 2024 the parties signed a *Form 1 – Standard Form of Tenancy Agreement*, with the same term and conditions. The term of the agreement started November 1, 2024 and continued on a monthly basis. Rent was \$900.00 due on the first day of the month.
- [7] On March 7, 2025 the Tenant gave the Landlord notice that he intended to vacate the Unit at the end of the month. The exact date the Tenant vacated is unknown.
- [8] On March 31, 2025 the tenancy ended, by mutual agreement.
- [9] On April 10, 2025 the Landlord 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 and additional compensation for furniture replacement, damage, lock replacement and cleaning.
- [10] On April 30, 2025 the Landlord submitted their final amendment to the Application, which was served to the Tenant.
- [11] On May 8, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for June 10, 2025.
- [12] On May 30, 2025 the Rental Office emailed the parties an updated notice of a teleconference hearing scheduled for June 10, 2025.
- [13] On June 3, 2025 the Rental Office made available to the parties a 66-page PDF and 1-video recording evidence package via TitanFile.
- [14] On June 10, 2025 the Landlord and the Landlord’s witness (“LW”) joined the teleconference hearing for determination of the Application. The Tenant did not join the hearing. At the start of the hearing I telephoned the Tenant and left a voicemail message with the teleconference instructions and the Rental Office’s telephone number. After waiting ten minutes, the hearing proceeded in the Tenant’s absence. The Landlord confirmed that all documents submitted to the Rental Office were included in the evidence package.

ISSUE

- A. Has the Landlord established claims against the Tenant for furniture replacement, damage, lock replacement and cleaning?

ANALYSIS & FINDINGS

- [15] The Application stated that the Landlord was seeking a total amount of \$6,321.00. The Landlord stated that the cost associated with repairing the floor was unknown at the time the Application was filed. The Landlord's evidence provides a range associated with the cost of repairing the floors.
- [16] I will consider the low-end of the range provided by the Landlord because the range is an estimate and not an actual cost. The Landlord further stated that the Tenant has paid the utility bill and that \$165.00 can be removed from the Application's claims.
- [17] I amend the Application under clause 80(3)(f) of the *Act*. This decision will determine the Landlord's claim, in the total amount of \$13,813.67 for furniture replacement, damage, lock replacement and cleaning, calculated as follows:

Furniture Replacement	\$2,070.00
Laminate Floor	\$11,438.67
Vinyl Floor	\$100.00
Lock Replacement	\$105.00
Cleaning	\$100.00
Total	\$13,813.67

- [18] Clauses 39(2)(a) and (b) of the *Act* outlines a tenant's obligations at the end of a tenancy, stating:

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; and*
- (b) *give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.*

- [19] For the reasons below, I find that the Landlord has established valid claims against the Tenant for furniture replacement, damage, lock replacement and cleaning.

The Furniture

- [20] The Landlord stated that the tenancy agreement was for a furnished rental unit. The Landlord stated that the tenancy agreement submitted into evidence does not mention furniture, however, the email correspondence between with the Tenant shows the Tenant stating he replaced furniture.
- [21] The Landlord stated that the furniture was older and was included with the Unit when she purchased the Unit in 2018.
- [22] The Landlord stated that the Tenant had replaced or thrown out furniture, which included: rugs, a reclining chair, a desk a sofa bed, a large clock and various pictures, lamps and miscellaneous items. The Landlord submitted screenshots of prices for some of the furniture. The Landlord stated that the estimated cost to replace the furniture is \$2,070.00.

- [23] The Landlord submitted a *Form 5 – Landlord Condition Inspection Report* dated March 31, 2025, signed by the Landlord's representative and the Tenant with the notation beside the signature being "Signature by mother?" ("Report"). The Report stated that some furniture was missing or possibly moved to the Unit's basement or barn.
- [24] The Tenant did not submit evidence and did not participate at the hearing to give evidence. In the Landlord's evidence, there is email correspondence from the Tenant, which stated that some of the furniture might be left in the basement.
- [25] I find that the evidence establishes that furniture was included in the tenancy and that some of the furniture was damaged and/or removed by the Tenant. I find that this claim is valid, in part, in the total amount of \$1,035.00 (or 50% of the claim).
- [26] The Island Regulatory and Appeals Commission (the "Commission") in Order LR24-06 applied the principle of betterment when taking into account depreciation in determining the amount to be awarded to a landlord for damage caused by a tenant. The Commission noted that a party should not be put in a better position than they would have been had the damage not occurred.
- [27] In this case, I have also factored in the principle of betterment when determining the quantum to award this claim.

Damage & Cleaning

- [28] The Landlord is seeking \$11,743.67 in compensation for damage and cleaning.
- [29] The Landlord stated that there was significant damage to the laminated wood floor. The Landlord stated that the flooring has buckled and separated in places, and has a strong smell of dog urine. The Landlord stated that the floor was newly renovated before the Unit was purchased in June of 2018.
- [30] The Landlord stated that the Unit required cleaning and new locks because the Tenant did not return the key. The Landlord stated that the cleaning only cost approximately \$100.00 and that it cost \$105.00 to install new locks.
- [31] The Landlord stated that she does not live on Prince Edward Island and due to the COVID-19 Pandemic she was unable to regularly visit and inspect the Unit.
- [32] LW is a retired contractor who inspected the Unit on May 24, 2025.
- [33] LW stated that the Unit had a very strong urine odour. LW stated that the laminate floors were damaged beyond reasonable wear and tear. LW stated that the life expectancy for these types of floors is at least 15 years. LW agreed with the necessity to replace the floors due to the damage and that the amounts estimated in the evidence are accurate and reasonable based upon his experience.
- [34] LW stated that the floor needed to be fully replaced due to the lack of transition spots on the floor.
- [35] The Tenant did not submit evidence and did not participate at the hearing to give evidence.
- [36] I find that the evidence establishes that the damage to the Unit is beyond reasonable wear and tear and that the Unit was left in a condition below reasonably clean. I find that these claims are valid, in part.

- [37] I find that the floor damage claim is valid, in part, in the total amount of \$6,923.20 (or 60% of the claim). This amount factors in the principle of betterment when coming to the quantum to award this claim. At the end of the tenancy the floors were at least seven years old and part of the cost is due to the lack of transitions in the floor which require all of the floor to be replaced rather than the damaged parts of the floor.
- [38] I find that the cleaning claim is valid in the amount of \$100.00.
- [39] I find that the lock replacement claim is valid in the amount of \$105.00.
- [40] As the Landlord has established valid claims against the Tenant, the Landlord will keep the Tenant's security deposit, including interest to offset the amount owed.

CONCLUSION

- [41] The Application is allowed in part. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$960.87.
- [42] The Tenant must pay the Landlord the balance owing of \$7,202.33 by the timeline below, calculated as followed:

Item	Amount
Furniture Replacement	\$1,035.00
Damage, Cleaning, Lock Replacement	\$7,128.20
Total	\$8,163.20
Less Security Deposit + Interest	(\$960.87)
Balance	\$7,202.33

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$960.87.
2. The Tenant will pay the Landlord the amount of \$7,202.33 by August 25, 2025.

DATED at Charlottetown, Prince Edward Island, this 23rd 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.