

INTRODUCTION

- [1] This decision determines two applications 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, in the amount of \$1,372.97. The Landlord is also seeking additional compensation for damage, in the amount of \$2,939.53. The Landlord’s total claim is \$4,312.50.
- [3] The Tenant seeks a return of the security deposit, including interest. The Tenant also seeks compensation for moving expenses, in the amount of \$1,300.00.

DISPOSITION

- [4] The Landlord has established a valid claim, in part. The Landlord will keep \$862.50 from the Tenant’s security deposit. The Landlord will return the remaining balance of the security deposit, including interest to the Tenant, in the amount of \$510.47 by the timeline below.
- [5] The Landlord will also pay the Tenant \$1,300.00 for moving expenses by the timeline below.

BACKGROUND

- [6] The Unit is a two-bedroom, one-bathroom mobile home, owned by the Landlord.
- [7] On March 1, 2023 the parties entered into a tenancy agreement and the Tenant paid the Landlord a \$1,300.00 security deposit.
- [8] The tenancy agreement was a written, fixed-term agreement that ended on April 30, 2024. The tenancy continued on a monthly basis. Rent in the amount of \$1,300.00 was due on the first day of the month.
- [9] On January 29, 2025 the Landlord served the Tenant with a *Form 4(B) Eviction Notice* (“Notice”) with an effective date of May 31, 2025, for the Landlord’s own use.
- [10] On April 1, 2025 the Tenant vacated the Unit earlier than the Notice’s effective date and the tenancy ended. The Landlord e-Transferred the Tenant one month’s rent (\$1,300.00) for compensation under section 72 of the *Act*.
- [11] On April 15, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office seeking to keep the Tenant’s security deposit, including interest and additional compensation.
- [12] On April 22, 2025 the Tenant filed an amended a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office seeking a return of the security deposit, including interest and compensation for moving expenses.
- [13] Collectively, the Landlord Application and the Tenant Application are referred to as the “Applications.”
- [14] On May 1, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 27, 2025.
- [15] On May 16, 2025 the Rental Office made available an 81-page PDF document and three video-recordings evidence package via TitanFile.
- [16] On May 26, 2025 the Landlord requested an adjournment that was approved.

- [17] On June 9, 2025 the Rental Office mailed and emailed the parties a rescheduled notice of teleconference hearing scheduled for June 24, 2025.
- [18] On June 9, 2025 the Rental Office emailed the parties a 6-page PDF supplementary evidence package.
- [19] On June 11, 2025 the Rental Office emailed the parties a 10-page PDF second supplementary evidence package.
- [20] On June 24, 2025 the Landlord, the Landlord's witness ("LW1"), the Tenant, the Tenant's three witnesses ("TW1", "TW2" and "TW3") joined the hearing for determination of the Applications. The parties confirmed that they received the evidence package, supplementary evidence package and the second supplementary evidence package and confirmed that all evidence was included.

POST-HEARING EVIDENCE

- [21] After the hearing the Landlord was permitted to submit an e-mail into evidence. The e-mail was forwarded to the Tenant and the Tenant submitted a response to the Landlord's additional evidence. The Tenant's response was forwarded to the Landlord.
- [22] The Tenant provided additional comments to the Rental Office in the e-mail correspondence which were not accepted or included in the evidence.

ISSUES

- A. Has the Landlord established a valid claim against the Tenant for damage?
- B. Has the Tenant established a valid claim for moving expenses?

ANALYSIS

A. Has the Landlord established a valid claim against the Tenant for damage?

- [23] The Landlord described damage to the Unit's walls and ceiling that required drywall repair, removing screws, nails, light stripping, sanding and refilling holes and painting the walls. The Landlord submitted two quotes into evidence for the repairs. The first quote from Laybolt Construction estimated \$7,130.00. The second quote from Gulf Coast Painting estimated \$4,312.50.
- [24] The Landlord is seeking compensation against the Tenant for damage, in the amount of \$4,312.50.
- [25] For the reasons below, I find that the Landlord has established a valid claim for damage, in part.
- [26] 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.*
- [27] The parties completed a move-out inspection report (*Form 5 Landlord Condition Inspection Report*) dated April 1, 2025. The parties were not required to complete a move-in and move-out inspection report under section 109 of the *Act*.
- [28] The Landlord has the burden to prove, on a balance of probabilities, that the Tenant caused undue damage that is beyond reasonable wear and tear.

- [29] The parties submitted extensive documentary evidence, videos and presented witnesses at the hearing.
- [30] The Landlord provided photographs and a video of the Unit at the end of the tenancy. The Landlord stated that the Unit was completely renovated and painted in 2019-2020. The Landlord also stated that there was one tenant who lived in the Unit before the Tenant's tenancy started and that the Unit was not painted since its renovation.
- [31] LW testified regarding the condition of the Unit she witnessed at beginning and at the end of the tenancy. LW could not provide direct evidence of the Unit's condition during the Tenant's tenancy.
- [32] The Tenant disputed the Landlord's and LW's testimony. The Tenant stated that the paint peeling was pre-existing damage and that the described damage was reasonable wear and tear.
- [33] The Tenant stated that the only damage she caused was from light strips that the Tenant installed. The Tenant stated that the cost associated with repairing the damage caused by the light strips is about \$500.00. The Tenant stated that was the number quoted to her by a relative who has experience repairing rental units.
- [34] The Tenant's witnesses provided direct testimony regarding their experience at the Unit throughout the tenancy. Particularly, TW1 provided direct evidence that they are the Tenant's cleaner, who regularly visited the Unit to clean the Unit. TW1 stated that the damage described by the Landlord is reasonable wear and tear. TW1 stated that the paint was starting to peel early into the tenancy.
- [35] TW1 stated that she was not a professional painter.
- [36] TW3 provided direct testimony that the damage described by the Landlord was reasonable wear and tear. TW3 stated that he is the Tenant's partner and was regularly at the Unit throughout the tenancy.
- [37] I find that the evidence demonstrates that the damage shown in the photographs and videos is mostly reasonable wear and tear. Particularly, I note that the Unit has not been painted since 2019-2020. The Tenant had lived in the Unit since March 2023. It is expected over such a period of time that the Unit's walls would have such damage that is shown in the parties' evidence.
- [38] Further, I find that the parties provided conflicting evidence on certain points about how damage to the baseboards and ceiling occurred. I am not satisfied on a balance of probabilities that the Landlord established their full claim.
- [39] However, I do find that based on the evidence, the Tenant caused undue damage to the Unit's walls because of the light stripping.
- [40] I do not have reliable evidence to make an accurate determination of the cost associated with repairing the walls where the light stripping existed. The Tenant's \$500.00 quote is not corroborated in the evidence. I do have the Landlord's quote of \$4,312.50 which would be the total cost to repair and paint the Unit.
- [41] I award the Landlord \$862.50 (20% of the total repair cost). This reflects a reasonable amount to repair the portion of the walls damaged by the light stripping but also takes into consideration the common law principle of betterment when taking into account depreciation in determining the amount to be award to a landlord for damage caused by a tenant.
- [42] Therefore, I find that the Landlord has established a valid claim for damage, in the amount of \$862.50, which the Landlord will keep from the Tenant's security deposit. The Landlord will return the remaining balance, including interest, in the amount of \$510.47 by the timeline below. The Landlord Application is allowed, in part.

B. Has the Tenant established a valid claim for moving expenses?

[43] The Tenant is seeking compensation for moving expenses under section 72 of the *Act*, in the amount of \$1,300.00.

[44] For the reasons below, I find that the Tenant is entitled to moving expenses equal to one month's rent, in the amount of \$1,300.00.

[45] Section 72 of the *Act* and subsection 6(1) of the *Residential Tenancy Regulations* ("*Regulations*") state:

A landlord shall compensate a tenant who receives a notice of termination of a tenancy under section 62 or 63 in the amount equal to one month's rent plus reasonable moving expenses in accordance with the regulations or offer the tenant another rental unit acceptable to the tenant.

(1) *For the purposes of subsections 70(1) and (2) and sections 71 and 72 of the Act, reasonable moving expenses are the lesser of the actual expenses of the move or one month's rent.*

[46] The evidence establishes that the Landlord served the Tenant the Notice, which ended the tenancy under section 62 of the *Act*. The Tenant vacated the Unit on April 1, 2025 and the Landlord paid the Tenant one month's rent (\$1,300.00) compensation as required under section 72 of the *Act*.

[47] The Landlord did not dispute owing the Tenant compensation for moving expenses. However, the Landlord argued that the Tenant's moving expenses were excessive. The Landlord submitted additional evidence, which included a quote from The Discount Mover Ltd. The Landlord stated that the moving expense should be closer to \$500.00.

[48] The Tenant stated that the same moving company (The Discount Mover Ltd.) charged her \$1,694.53. The Tenant submitted the invoice into evidence. The Tenant stated that she paid the invoice.

[49] The Tenant's witnesses provided direct evidence that they assisted the Tenant with moving, which included numerous banana boxes and the moving company moved the larger furniture.

[50] I find that the Tenant is entitled to moving expenses under section 72 of the *Act*. Despite the Landlord's dispute of the moving expenses, the Tenant's evidence establishes that the actual cost to move was \$1,694.53. Subsection 6(1) of the *Regulations* requires the Landlord to pay the lesser of the actual expense or one month's rent. In this case, the lesser expense is one month's rent.

[51] Therefore, the Landlord must compensate the Tenant \$1,300.00 for moving expenses as required under section 72 of the *Act*. The Tenant Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$862.50 from the Tenant's security deposit.
2. The Landlord will return to the Tenant the remaining balance, including interest, in the amount of \$510.37 and the Landlord will pay the Tenant \$1,300.00 by July 25, 2025.

DATED at Charlottetown, Prince Edward Island, this 4th day of July, 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.