

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks an order requiring the Tenant to pay \$375.98 in compensation for painting and repairs.

DISPOSITION

- [3] The Landlord has established a claim for compensation of \$375.98 for painting and repairs.

BACKGROUND

- [4] The Unit is a semi-detached house that the Landlord previously owned.
- [5] The parties entered into a written fixed-term tenancy agreement for the Unit from December 10, 2022, to March 31, 2024. The parties renewed the agreement from April 1, 2024, to March 31, 2025. Rent of \$1,719.00 was due on the first day of the month. A security deposit of \$500.00 was paid at the beginning of the tenancy.
- [6] On April 22, 2025, the Tenant moved out of the Unit and the tenancy ended by mutual agreement.
- [7] On May 1, 2025, the security deposit was returned to the Tenant.
- [8] On May 20, 2025, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking compensation of \$380.42 for painting and repairs.
- [9] On June 20, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 12, 2025.
- [10] On August 7, 2025, the Rental Office emailed a 178-page PDF evidence package to the parties.
- [11] On August 12, 2025, one of the Landlords (“Landlord”) participated in a teleconference hearing. I called the Tenant and left a voicemail message; however, the Tenant did not participate in the hearing. The hearing proceeded in the Tenant’s absence. The Landlord stated that he received a copy of the evidence package and that all documents he submitted to the Rental Office were included.

ISSUE

- A. Must the Tenant compensate the Landlords for painting and repairs?

ANALYSIS

- [12] The Landlord’s evidence is as follows.
- [13] The Landlord amended the Application and is only seeking \$375.98 for painting and repairs.
- [14] In February 2024, the Tenant asked the Landlord if he could paint the Unit himself, as he stated he was a trained painter. The Tenant stated that he had leftover off-white coloured paint and would not charge the Landlord.

- [15] The Landlord had previously painted the Unit in April 2022, but agreed, provided the Tenant covered the old paint colour, painted the closets, painted the doors and trim, and did not paint the garage. The Tenant agreed to the Landlord's conditions.
- [16] On April 24, 2025, the parties completed an inspection of the Unit because the Tenant had moved out on April 22, 2025. The Landlord observed that the Tenant's painting job did not completely cover the old paint colour in certain places, and the Tenant failed to paint some areas at all. There was overpaint on some baseboards and trim, and the Tenant used a grey paint as opposed to an off-white paint. There was also a damaged window screen, a damaged wall, and paint spray on a garage wall.
- [17] The Tenant agreed to repaint and repair the areas noted by the Landlord and to repair the damaged window screen. The Landlord believed the Tenant would complete the painting and repairs, and the Landlord returned the security deposit on May 1, 2025.
- [18] On May 5, 2025, the Landlord inspected the Unit and found that the Tenant did not complete the agreed-upon painting and repairs. The Landlord messaged the Tenant, but the Tenant did not reply to the Landlord.
- [19] The Landlord completed the painting and repairs himself. The Landlord also found an LED light strip left around a window, which he removed. The Landlord attended Waste Watch to dispose of two paint buckets left by the Tenant at the Unit, along with the LED light strip and the broken window screen.
- [20] The Landlord submitted a breakdown of the hours he worked painting and repairing the Unit and attending Waste Watch, totalling \$330.00 (11 hours x \$30.00/hour). The Landlord submitted the cost for the window screen replacement, which was \$45.98. The total cost for the Landlord's painting and repairs was \$375.98.
- [21] The Landlord submitted a move-in inspection report, move-out photographs, and messages between the parties as evidence.
- [22] Subsection 28(4) of the Act states that "*a tenant of a rental unit shall repair, in a good and professional manner, undue damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.*"
- [23] Clause 39(2)(a) of the Act states that when a tenant moves out of a rental unit, the tenant is required to leave the rental unit "*reasonably clean and undamaged, except for reasonable wear and tear.*"
- [24] I find that the Landlord has provided sufficient evidence to establish that the Tenant failed to repair, in a good and professional manner, the undue damage to the Unit caused by the Tenant.
- [25] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlords \$375.98 by September 22, 2025.

DATED at Charlottetown, Prince Edward Island, this 21st day of August, 2025.

(sgd.) Mitch King

Mitch King
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.