

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlords claim against the Tenant for rent owing, damage and cleaning, in the amount of \$7,185.86.

## DISPOSITION

- [3] I find that the Landlords have established, on a balance of probabilities, a claim for \$6,514.27
- [4] The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$924.47. The Tenant will pay the Landlords additional compensation in the amount of \$5,589.80 by the timeline below.

## BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom winterized cottage, owned by the Landlords.
- [6] On July 19, 2024 the parties entered into a written, fixed-term tenancy agreement for the period of July 21, 2024 to May 31, 2025. The Tenant paid a \$900.00 security deposit. Rent in the amount of \$1,850.00 was due on the last day of the month. The services and facilities included were: heat, electricity, cable, internet, snow removal, furnishings and lawn care.
- [7] On May 31, 2025 the Tenant vacated the Unit and the tenancy ended.
- [8] On June 10, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking to keep the security deposit, rent owing and additional compensation for damage and cleaning.
- [9] On July 9, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 28, 2025, along with a copy of the Application.
- [10] On August 19, 2025 the Rental Office provided the parties a 72-page PDF evidence package.
- [11] On August 28, 2025 the Landlords and the Landlords' witness ("GM") joined the teleconference hearing for determination of the Application. I telephoned the Tenant and received no response. I also emailed the Tenant the teleconference details. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time. The Landlords confirmed that all evidence submitted to the Rental Office was included in the evidence package.
- [12] During the hearing, the Landlords reduced their damage claim to \$5,635.86. This was a reduction of \$660.00. The Landlords continued with their claims against the Tenant for rent owing in the amount of \$850.00 and cleaning in the amount of \$700.00.

## ISSUE

- A. Does the Tenant owe rent, damage and cleaning expenses to the Landlords? Can the Landlords keep the Tenant's security deposit, including interest?

**ANALYSIS****Legal Basis**

- [13] In this case the Landlords have the onus to prove, on a civil standard of the balance of probabilities, all of their claims against the Tenant.
- [14] The Landlords seek compensation against the Tenant, in the total amount of \$7,185.86. The individual claims are as follows:

| Item          | Amount     |
|---------------|------------|
| May 2025 rent | \$850.00   |
| Damage        | \$5,635.86 |
| Cleaning      | \$700.00   |
| Total         | \$7,185.86 |

- [15] Clause 39(2)(a) 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.*

- [16] For the reasons below, I find that the Landlords have established valid claims against the Tenant for a total amount of \$6,514.27.

**Determination****May 2025 rent**

- [17] The evidence establishes that May's rent in the amount of \$1,850.00 was due on or before May 1, 2025. The Tenant did not pay May's rent when it was due. The Tenant vacated the Unit on May 31, 2025 without paying the Landlords for May's rent.
- [18] However, on June 1, 2025 the Tenant paid the Landlords \$1,000.00 via e-Transfer.
- [19] The evidence establishes that the Tenant owes the Landlords \$850.00 for outstanding rent for May 2025. This claim is allowed.

**Damage & Cleaning**

- [20] The evidence establishes that the Tenant left the Unit in a damaged condition that I find was not reasonable wear and tear. The evidence also establishes that the Tenant left the Unit in a condition below reasonably clean.
- [21] The Landlords provided a summary of the damages which included damaged furniture, curtains, floors, walls, appliances, window screens, mirrors and numerous bags of garbage left in the Unit. Included in the Landlords' evidence were photographs of the damage in the Unit and receipts/invoices.
- [22] The Landlords stated that the majority of the damage to the Unit was caused by the Tenant's dog. Included in the Landlords' evidence was a June 1 text message conversation between the Landlords and the Tenant. In the text message the Tenant apologizes for any damage caused by his puppy.
- [23] The Landlord stated that the damaged furniture was purchased between 2021 and 2023. The Landlord stated that the vinyl floor was also already installed in the Unit when the Unit was purchased in 2021 by the Landlords.

- [24] The Landlords are seeking \$5,635.86 in compensation for damage.
- [25] I find that included in the Landlords' damage claim is professional cleaning in the amount of \$120.00. I find that clause 39(2)(a) only requires a tenant to leave a rental unit reasonably clean. Further, I note that the Landlords are already seeking cleaning expenses, which are determined below. Therefore, I deduct \$120.00 from the damage claim.
- [26] The Island Regulatory and Appeals Commission ("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 the Landlords' claim. The evidence establishes that the items that were damaged, including the floor and walls were all purchased, installed or repaired between 2021 and 2023. Further, the Landlords' evidence establishes that the furniture, floors, walls, etc. were significantly damaged, which resulted in the Landlord having to completely replace items that were approximately 2 to 4 years old. Considering these facts, I find that 90% of the Landlords' damage claim is established.
- [28] Therefore, the Landlords' damage claim is valid, in the total amount of \$4,964.27 (90% of \$5,515.86).
- [29] The Landlords are seeking \$700.00 in cleaning expenses.
- [30] The Landlords stated that it took approximately 35 hours at \$20.00 per hour to clean the Unit. The Landlords stated that they cleaned the Unit themselves with help from their witness GM.
- [31] GM stated that he previously lived in the Unit before the Tenant moved in and stated that the Unit was in very good condition before he vacated. GM also stated that he assisted cleaning the Unit and provided details about the condition of the Unit after the Tenant vacated.
- [32] I find that the evidence establishes the Landlords' claim for cleaning, in the amount of \$700.00.
- [33] I find that the Unit was left in a condition well below reasonably clean. Further, I accept the Landlords' \$20.00 per hour rate as a reasonable hourly rate and accept the Landlords 35 hours required to bring the Unit to a reasonably clean state. The claim is allowed.
- [34] I note that the Tenant did not submit any evidence or participate in the teleconference hearing to respond to the Landlords' evidence.

## CONCLUSION

- [35] The Application is allowed, in part. The Landlord has established valid claims against the Tenant, in the total amount of \$6,514.27.
- [36] The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$924.47.
- [37] The Tenant must pay the Landlords the balance owing of \$5,589.80, calculated as follows:

| Item  | Amount     |
|---|------------|
| May 2025 rent   | \$850.00   |
| Damage  | \$4,964.27 |
| Cleaning  | \$700.00   |
| Less Security Deposit + Interest (19 JUL 24 – 5 SEP 25) | (\$924.47) |
| Total   | \$5,589.80 |

**Pre-Tenancy & Post-Tenancy Inspection Reports**

- [38] I note that the Landlords did not complete a pre-tenancy and a post-tenancy inspection report. Sections 18 and 38 of the *Act* requires a landlord and tenant to inspect the condition of a rental unit at the beginning and at the end of a tenancy. The parties are to complete and sign a *Form 5 – Landlord Condition Inspection Report* (found on the Rental Office's website).
- [39] In Order LR25-12, the Commission commented on the benefit of such inspection reports and stated (paragraph 34):

*“These requirements are in place to protect both landlords and tenants and to provide the Rental Office and the Commission with the best possible evidence of the condition of a rental unit at the start and at the end of the tenancy. A deterioration in the condition of the unit during the tenancy will then be more clearly apparent.”*

**IT IS THEREFORE ORDERED THAT**

1. The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$924.47.
2. The Tenant will pay the Landlords the amount of \$5,589.80 by November 5, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 5th day of September, 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.