

## INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks to keep part of the Tenant’s security deposit of \$1,485.60.
- [3] The Tenant seeks a return of double the security deposit.

## DISPOSITION

- [4] The Landlord has established a \$310.50 claim for unpaid utilities.
- [5] The Landlord’s remaining claims are denied.
- [6] The Tenant’s claim is allowed in part.
- [7] The Landlord will keep \$310.50 of the security deposit and return the remainder, including interest, of \$1,949.37.

## BACKGROUND

- [8] The Unit is the ground-level portion of a house (the “Residential Property”) that the Landlord owns. The downstairs portion of the Residential Property is also a rental unit.
- [9] The parties entered into a written fixed-term tenancy agreement for the Unit, effective from August 1, 2024, to July 31, 2025. Rent of \$2,200.00 was due on the first day of the month, and a security deposit of \$2,200.00 was paid on August 1, 2024.
- [10] On May 1, 2025, the Tenant moved out of the Unit and the tenancy ended by mutual agreement.
- [11] On May 6, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Rental Office seeking to keep part of the security deposit.
- [12] On June 6, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for July 22, 2025.
- [13] On July 21, 2025, the Rental Office sent the parties an evidence package via Titan File. The Rental Office had previously attempted to send an evidence package on July 16, 2025, but there was a technical error.
- [14] On July 22, 2025, the Tenant’s representative (the “Representative”) called into the teleconference hearing. I telephoned the Landlord, but there was no answer. The Landlord did not call into the hearing, and the hearing was postponed.
- [15] On July 22, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Rental Office seeking a return of double the security deposit.
- [16] On July 30, 2025, the Rental Office sent the parties notice of a rescheduled teleconference hearing for September 2, 2025.
- [17] On August 21, 2025, the Rental Office sent the parties an updated evidence package via Titan File.
- [18] On September 2, 2025, the Landlord and the Representative participated in a teleconference hearing. The parties confirmed that all the evidence submitted to the Rental Office was included in the evidence packages. After the hearing, both parties provided additional submissions.

**ISSUES**

- A. Must the Tenant compensate the Landlord for unpaid utilities, repairs, and cleaning?
- B. Must the Landlord compensate the Tenant double the security deposit?

**ANALYSIS**

[19] The Landlord's claims are as follows:

Item	Cost
Utility Bills	\$310.50
Window Repair	\$340.10
Door Repair	\$200.00
Flood Repair	\$475.00
Cleaning	\$160.00
Total	\$1,485.60

**Utility Bills**

- [20] The Landlord stated that the Tenant owes \$310.50 in unpaid electricity bills. This calculation included an adjustment for an overpayment of an internet bill.
- [21] The Representative agreed that the Tenant owes the Landlord \$310.50 and that this amount can be deducted from the security deposit.

**Window Repair**

- [22] The Landlord stated that the Tenant is responsible for a damaged window closing arm. She stated that she inspected the Unit when she bought it, and the windows were in good condition, and some had even been replaced. The Landlord submitted a Canadian Residential Inspection Services ("CRIS") report into evidence, which she stated was filled out when she bought the Residential Property.
- [23] During an inspection on May 1, 2025, the Landlord noticed that a window's closing arm was detached and needed to be repaired. The Landlord messaged the Tenant, who stated that the wind must have damaged the window. The Landlord stated that this is negligence on the Tenant's behalf and beyond reasonable wear and tear.
- [24] The Landlord stated the cost to repair the window was \$340.10. The Landlord submitted a repair invoice and photographs of the window as evidence. The Landlord stated that she did not complete a written move-in inspection report with the Tenant, and the Tenant was not able to do a move-out inspection with the Landlord.
- [25] The Representative disputed that the Tenant damaged the window. He stated that the photographs show the window was old. The Representative stated that the window's closing arm may have detached because of the window's age, and not the Tenant's actions. He stated that the parties did not complete a move-in inspection report of the Unit, so the condition of the window at the beginning of the tenancy was not known.
- [26] I note that the parties did not complete a move-in inspection report of the Unit at the beginning of the tenancy. As such, I have limited evidence to establish a baseline condition of the window's condition when the Tenant moved in.

- [27] Although the Landlord stated that the windows were in good condition when she bought the property, the CRIS report she submitted noted that not all of the windows appeared to be operating correctly. The condition of the windows was also noted as "satisfactory."
- [28] I find that the Landlord has not established that the Tenant caused window damage, beyond reasonable wear and tear, and this claim is denied.

**Door Repair**

- [29] The Landlord stated that during her move-out inspection, she found the outside storm door was unhooked from its spring mechanism, which prevents it from swinging freely. Because the door was detached from the spring, it was able to swing open and hit the step railing, which caused damage to the door. A piece of glass also fell out of the door in February 2025, and she stated that it may have happened because the door was able to swing freely.
- [30] The Landlord stated that the Tenant must have removed the spring, which caused the damage to the door. She stated that she obtained an estimate of \$200.00 to repair the door, but it has not yet been repaired. She also submitted a CRIS report from when she purchased the Residential Property, which she stated noted the door was in good condition.
- [31] The Representative denied that the Tenant caused the door damage. The Representative stated that in February 2025, the Tenant notified the Landlord that due to the wind, the door had swung open, and the glass panel came out of place.
- [32] The Representative stated the Landlord told the Tenant to prop something against the door if it was "rotten." The Representative stated that the door is old, and the wind and the lack of a spring likely caused the damage to the door. Messages between the parties were submitted as evidence.
- [33] I note that the parties did not complete a move-in inspection report of the Unit at the beginning of the tenancy. As such, I have limited evidence to establish a baseline condition of the door from when the Tenant moved in and if there was a spring on the door at that time.
- [34] Although the Landlord stated that the door was in good condition when she bought the property, the CRIS report she submitted noted that the front door was in "satisfactory" condition; however, it is unclear if this also refers to the storm door. It is also unclear what the Landlord did to inspect or repair the door after the window pane fell out in February 2025.
- [35] Furthermore, the Landlord stated that she obtained an estimate of \$200.00 to repair the door; however, the Landlord did not submit the estimate into evidence.
- [36] I find that the Landlord has not established that the Tenant caused the door damage, or that the Tenant must compensate the Landlord for the door repair.

**Flood Repair**

- [37] The Landlord stated that the Tenant caused a flood in the Residential Property. The Landlord is claiming \$300.00 for a plumbing repair and \$175.00 for her own time to clean and repair the flood damage. The Landlord submitted photographs and a plumbing invoice as evidence.
- [38] The Landlord stated that on August 31, 2024, a new tenant ("SA") was inspecting the downstairs of the Residential Property, and found it had flooded. The Landlord attended the property with a plumber, and they found that an orange peel had blocked the sewer pipe.

- [39] The Landlord stated that the Tenant or her subtenant must have flushed the orange peel down their upstairs toilet, which caused the downstairs toilet to back up, as the pipes are connected. The Landlord stated that only the Tenant and her subtenant were living in the Residential Property at that time. She stated that during August 2024, the only other individuals who would have been in the Residential Property would have been cleaners.
- [40] The Representative stated that the claim for the flood damage should not be allowed, as it was not a part of the Landlord Application, and was only added in as part of the evidence. The Representative disputed that the Tenant caused the flood and stated that the Landlord provided insufficient evidence to prove it was the Tenant's fault.
- [41] I note that the Landlord was unable to establish how long the flood had been occurring in the property before SA discovered it. The Landlord stated that cleaners were in the property in August, prior to SA inspecting the property. However, the Landlord's cleaners did not participate in the hearing to establish what dates they were in the property and what they did or observed during that time.
- [42] The Landlord's plumber did not participate in the hearing to provide further context regarding the flood, and whether the blockage or flood could have occurred prior to the date it was discovered.
- [43] I find that the Landlord has not established that the Tenant caused the flood, or that the Tenant must compensate the Landlord for the flood repair.

### **Cleaning**

- [44] The Landlord stated that the Tenant did not leave the Unit in a clean condition when she moved out. She stated that the windows, mattress, and window frames were not cleaned and there was mold on the walls. She stated that she did not have time to clean the Unit because new tenants moved in right after the Tenant moved out.
- [45] The Landlord stated that she will have to clean or repaint at some time in the future, due to the Tenant not taking care of the Unit and leaving it unclean. She stated that the Tenant did not use a dehumidifier, which caused mold. She estimates that it will cost her \$160.00 to clean, repair, and repaint the Unit in the future.
- [46] The Representative stated that the Tenant cleaned the Unit before she moved out and left it reasonably clean. He stated that no written move-in was completed. He stated that the mold could have been present when the Tenant moved in, but it was just painted over. He stated that the Tenant submitted a video as evidence showing the condition of the Unit when she moved out.
- [47] 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.*"
- [48] The parties did not complete a move-in inspection report of the Unit at the beginning of the tenancy. As such, I have limited evidence to establish a baseline condition of the Unit from when the Tenant moved in and if there were any mold or moisture issues present at that time.
- [49] The Landlord did not complete any cleaning, painting, or repairs after the Tenant moved out, and is only estimating the potential future costs. Furthermore, the Landlord did not submit any professional estimates from a painter or repair person to assist in establishing costs.
- [50] I have reviewed the documentary and video evidence submitted by the parties. I find that the Landlord has not established that the Tenant left the Unit below the standard of reasonably clean when she moved out of the Unit or that the Tenant must compensate the Landlord for cleaning.

**B. Must the Landlord compensate the Tenant double the security deposit?**

[51] The Tenant Application seeks double the security deposit. I find that the Landlord had complied with section 40 of the Act and had applied to keep the security deposit within 15 days of the end of the tenancy. This part of the Tenant Application is denied.

**CONCLUSION**

[52] I find that the Landlord has established a claim of \$310.50 for unpaid utilities.

[53] The Landlord's remaining claims are denied.

[54] The Tenant's claim is allowed in part.

[55] The Landlord will keep \$310.50 of the security deposit and return the remainder, including interest, of \$1,949.37.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep \$310.50 of the security deposit.
2. The Landlord will return the remainder of the security deposit, including interest, of \$1,949.37.

**DATED** at Charlottetown, Prince Edward Island, this 17th day of September, 2025.

(sgd.) Mitch King

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**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.