

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 the Tenant's security deposit of \$2,150.00 plus additional compensation of \$1,494.13, for utilities owed and repairs, for a total claim of \$3,644.13.
- [3] The Tenant seeks a return of part of the security deposit.

DISPOSITION

- [4] I find that the Landlord has established compensation claims totalling \$2,607.53
- [5] The Landlord will keep the security deposit, including interest, totalling \$2,231.85.
- [6] The amounts are offset, and the Tenant will pay the Landlord \$375.68 by the timeline below.

BACKGROUND

- [7] The Unit is a house owned by the Landlord.
- [8] On March 22, 2024, the parties entered into a written fixed-term tenancy agreement for the Unit, effective from April 1, 2024, to March 31, 2025. The tenancy agreement then continued on a month-to-month basis. Rent of \$2,150.00 was due on the first day of the month, and a security deposit of \$2,150.00 was paid on April 1, 2024.
- [9] On April 30, 2025, the Tenant and his roommates vacated the Unit, and the tenancy ended by mutual agreement.
- [10] On May 13, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit and additional compensation (the "Landlord Application").
- [11] On July 21, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking the return of the security deposit.
- [12] On August 21, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for October 21, 2025.
- [13] On October 16, 2025, the Rental Office sent the parties a 43-page evidence package.
- [14] On October 21, 2025, the Rental Office sent the parties notice of a rescheduled teleconference hearing for October 23, 2025.
- [15] On October 23, 2025, the Landlord, the Landlord's witness, the Tenant, and the Tenant's witness participated in a teleconference hearing. The parties confirmed that all the evidence submitted to the Rental Office was included in the evidence package.
- [16] Both parties submitted additional evidence and submissions, which were added to the record.

ISSUE

- A. Has the Landlord established claims against the Tenant for utilities owed and repairs?

EVIDENCE

- [17] The parties agreed that the water bill had been paid, and the Landlord stated she is no longer seeking compensation for this expense.
- [18] The Tenant agreed to the Landlord's compensation claims for the countertop damage (\$866.93), the furniture disposal (\$200.00), and damage to the fridge's middle shelf, which is determined below.

Oil

- [19] The Landlord stated that the oil tank was half full when the Tenant moved in, but the Tenant left the tank empty when he moved out. The tenancy agreement stated that the Tenant was responsible for paying for oil. When new tenants moved in on May 2, 2025, the tank had to be refilled. On May 2, 2025, the price of oil was \$108.90 per litre, and the cost to fill half the tank was \$495.60. The Landlord stated that the Tenant had agreed, via text message, to use part of the security deposit for the oil expense.
- [20] The Tenant agreed that the oil tank was half full when he moved in and empty when he moved out. He stated that he paid the oil bills when he lived in the Unit. He stated that there was nothing in the tenancy agreement stating that he was responsible for refilling the oil tank to half full upon moving out. He disputes that he should have to compensate the Landlord for the oil expense.
- [21] I find that the Landlord has provided sufficient evidence to establish that the Tenant must compensate the Landlord \$495.60 for the oil expense.
- [22] The evidence establishes that the oil tank was half full when the Tenant moved in, and the Landlord paid for this initial half-tank of oil. Although the tenancy agreement did not explicitly state that the Tenant was responsible for refilling the oil tank to half before moving out, the Tenant still used the half tank of oil the Landlord had paid for.
- [23] Regardless of whether the Tenant received the initial half-tank of oil from the Landlord or an oil company, the tenancy agreement stated that the Tenant was responsible for paying for the heating oil. In this case, the Landlord paid for the initial half-tank of oil, and I find that the Tenant is responsible for compensating the Landlord for this expense. This claim is allowed.

Chandelier

- [24] The Landlord stated that the Tenant broke the Unit's chandelier. She stated the chandelier was two or three years old and cost \$250.00 when she bought it, and she submitted a replacement estimate of \$327.00 as evidence. The Landlord stated she estimated the installation would cost \$80.00, bringing the total to \$330.00. She stated it has not been replaced yet.
- [25] The Tenant agreed that the chandelier was accidentally broken during the tenancy. The Tenant stated that \$250.00 is too expensive to replace the chandelier and that \$150.00 is a more reasonable replacement cost.
- [26] I find that the Landlord has provided sufficient evidence to establish that the Tenant must compensate the Landlord for the damaged chandelier. I accept the Landlord's \$250.00 replacement cost, based on the Landlord's submitted estimate for the replacement. I also find that the Landlord's estimated installation cost of \$80.00 is reasonable.
- [27] The Island Regulatory and Appeals Commission (the "Commission"), in Order LR24-06, applied the principle of betterment in determining the amount to be awarded to a landlord for damage caused by a tenant, taking depreciation into account. The Commission noted that a party should not be put in a better position than they would have been had the damage not occurred.

- [28] I have factored in the principle of betterment when determining the amount to award the Landlord's claim for damage. Based on the age of the damaged item provided by the Landlord's testimony (2-3 years old), I find that the Landlord is entitled to \$175.00 in compensation for the damage (\$250.00 x 70%) and \$80.00 for installation costs, totalling \$255.00. This claim is allowed in part.

Fridge

- [29] The Landlord stated that the fridge door is missing the top and middle shelf. She submitted two different estimates, one for \$49.99 and the other for \$50.99, to replace the shelves. She stated the move-in inspection report indicates that the fridge was in good condition when the Tenant moved in.
- [30] The Landlord stated that the Tenant's photo of the fridge with the missing top shelf was taken on April 23, 2025, which is 23 days after the Tenant was given access to the Unit. She stated that the Tenant never reported to the Landlord that the top shelf was damaged or missing.
- [31] The Tenant agreed that he damaged the middle fridge shelf and will compensate the Landlord for this damage. He stated the top shelf was not in the fridge when he moved into the Unit.
- [32] The Tenant stated that he did not move into the Unit until April 20, 2025, because he had to live on campus until that date. He stated that his April 23, 2025, photograph shows that the top fridge shelf was missing at that time. He stated he did not bother reporting the missing shelf to the Landlord as it was not a big issue to him. He stated that the shelf was missing before he moved in.
- [33] I find that the Landlord has provided sufficient evidence to establish that the Tenant must compensate the Landlord for the damaged middle shelf. The Landlord provided two estimates as evidence (\$49.99 and \$50.99), and I accept the lower of the two estimates as reasonable.
- [34] I have factored in the principle of betterment when determining the amount to award the Landlord's claim for damage. As neither party submitted any evidence regarding the age of the shelf or fridge, I find that the Landlord is entitled to \$25.00 in compensation, representing 50% of the damage (\$49.99). This claim is allowed in part.
- [35] I find that the Landlord has not established that the Tenant must compensate the Landlord for the fridge's top shelf.
- [36] The Tenant's April 23, 2025, photograph shows that the fridge's top shelf was missing from the fridge on that date, and the Tenant testified that the top shelf was not in the fridge when he moved in.
- [37] I note that the move-in inspection was not completed until May 14, 2025, and the inspection report stated that the fridge was in good condition. There is no indication on the move-in inspection report that the Landlord's representative ("A.C.") noted the top shelf was missing or that the missing shelf was considered as pre-existing damage. In this case, A.C. did not participate in the hearing to provide witness testimony, which may have helped establish what she observed during the move-in inspection.
- [38] The Landlord has the burden of proof to establish her claim. I find that the Landlord has provided insufficient evidence to establish that the top shelf was damaged or missing as a result of the Tenant's actions. This claim is allowed in part.

Mould

- [39] The Landlord stated that the Tenant caused mould in the bathroom, and that the repair cost was \$1,530.00. The Landlord stated that the Unit was painted before the Tenant moved in, and there was no mould at that time. The Landlord stated that the move-in inspection report indicated the bathroom was in good condition at the time of inspection.
- [40] The Landlord stated that on January 21, 2025, the Tenant messaged her stating that there was mould in the bathroom. The Tenant stated that the mould *"started since the first day, but it wasn't so much we tried to control it. But I got out of control."*
- [41] The Landlord stated that the Tenant sent her photos and videos of the bathroom. The Landlord asked the Tenant whether they were using the bathroom fan, and the Tenant stated he did not know there was one. The Landlord informed the Tenant that the fan was connected to a switch in the bathroom and that the Tenant and his roommates should use it.
- [42] The Landlord stated she purchased a dehumidifier and hired a company to inspect the bathroom. The company determined that the bathroom needed to be renovated due to the mould, and the renovations were completed in March 2025. The Landlord stated that the repair invoice was for \$2,120.00, but that she was not claiming the new bathroom fan installation or the painting of the bedroom door. She stated that a stronger fan was installed to assist with ventilation.
- [43] The Tenant stated that when he moved into the Unit, it appeared to be in generally good condition. He said he moved in during the summer months, which made it difficult to identify any moisture-related issues, such as mould growth. However, as the weather became colder, he began to notice mould appearing in the bathroom and later in the wardrobe of the room opposite the bathroom. He submitted an undated photo of the bathroom, stating it was taken when he moved in and that it depicts some pre-existing mould near the ceiling.
- [44] The Tenant stated he was not familiar with drywall mould as it is not common in his home country. He stated that once he learned what it was, he tried to control the mould, but it got worse.
- [45] The Tenant stated that on January 21, 2025, he reported the mould issue to the Landlord and requested that it be addressed as soon as possible, as it was beginning to affect the Tenant's living conditions and air quality. The Tenant stated that the Landlord did not address the mould issue.
- [46] The Tenant submitted a statement dated October 9, 2025, from a former tenant ("M.C.") who stated he lived in the Unit from May 2021 to May 2022. M.C. stated that he observed mould on the wall around the bathroom window and behind the toilet when he lived in the Unit. M.C. stated he notified the Landlord, but the Landlord did not take any action. M.C. stated that he viewed the Tenant's evidence of current bathroom mould, and the mould is worse in the Tenant's evidence than when M.C. lived in the Unit.
- [47] The Tenant stated that the mould is not related to his actions as a tenant but rather due to pre-existing structural or ventilation issues within the property. He stated that the Landlord had to install a stronger fan during renovations, as the old fan was not strong enough to stop the mould.
- [48] I find that the Landlord has provided sufficient evidence to establish that the Tenant must compensate the Landlord for the mould remediation.
- [49] The move-in inspection report stated that the bathroom was in good condition when the Tenant moved in, and neither party noted any mould at that time. The evidence establishes that on January 21, 2025, the Tenant notified the Landlord that the mould *"started since the first day"* of the tenancy; however, there is insufficient evidence that the Tenant reported the mould to the Landlord before January 21, 2025. The Landlord testified that the Tenant stated he was not using the bathroom fan, and I note that using the fan may have helped reduce the moisture and mould growth.

- [50] The Tenant submitted a statement from M.C., who stated there was mould in the bathroom when he lived in the Unit. However, M.C. did not participate in the hearing to provide further context to his statement. Furthermore, M.C. had moved out of the Unit over three years before writing his statement, and the Tenant has provided insufficient evidence to establish what remediation steps the Landlord may or may not have taken in the Unit after M.C. moved out.
- [51] Despite the Tenant stating that the mould was a pre-existing issue in the bathroom, I find that the evidence establishes that there was extensive mould growth and rusting to the radiator from the beginning of the tenancy to January 21, 2025. I find that the Tenant has provided insufficient evidence to establish that the moisture or mould were pre-existing issues in the Unit.
- [52] I have factored in the principle of betterment when determining the amount to award the Landlord's claim for damage. As neither party submitted any evidence regarding the age of the bathroom, I find that the Landlord is entitled to \$765.00 in compensation, representing 50% of the damage (\$1,530.00). This claim is allowed in part.

CONCLUSION

- [53] I find that the Landlord has established compensation claims totalling \$2,607.53
- [54] The Landlord will keep the security deposit, including interest, totalling \$2,231.85.
- [55] The Landlord's compensation claim for the top fridge shelf is denied.
- [56] The Tenant's claim is denied.
- [57] The amounts are offset, and the Tenant will pay the Landlord \$375.68 by the timeline below.
- [58] My calculations are as follows:

Item	Cost
Oil	\$495.60
Chandelier	\$255.00
Countertop	\$866.93
Furniture disposal	\$200.00
Middle fridge shelf	\$25.00
Mould	\$765.00
Security Deposit	(\$2,150.00)
Interest (Apr. 1, 2024 – Nov. 5, 2025)	(\$81.85)
Total	\$375.68

IT IS THEREFORE ORDERED THAT

1. The Landlord has established compensation claims totalling \$2,607.53.
2. The Landlord will keep the security deposit, including interest, totalling \$2,231.85.
3. The amounts are offset, and the Tenant will pay the Landlord \$375.68 by December 8, 2025.

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