

**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 to keep the Tenant's security deposit, including interest, totalling \$1,402.00, for cleaning, painting, and repairs.

**DISPOSITION**

- [3] I find that the Landlord's total established claims are \$1,333.00.
- [4] The Landlord will keep \$1,333.00 of the security deposit.
- [5] The Landlord will return the security deposit balance of \$69.00 to the Tenant.

**BACKGROUND**

- [6] The Unit is an apartment in a multi-unit building (the "Residential Property") owned by the Landlord.
- [7] On August 1, 2023, the Tenant and a previous landlord entered into a written monthly tenancy agreement for the Unit. A security deposit of \$1,328.00 was paid at the beginning of the tenancy.
- [8] In December of 2024, the Landlord purchased the Residential Property, and the tenancy agreement continued on a monthly basis. Rent of \$1,358.91 was due on the first day of the month. The security deposit was transferred to the Landlord.
- [9] On June 30, 2025, the Tenant moved out of the Unit and the tenancy ended by mutual agreement.
- [10] On July 14, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit, including interest (the "Application").
- [11] On October 17, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for November 18, 2025.
- [12] On November 12, 2025, the Rental Office sent the parties an eight-page evidence package.
- [13] On November 18, 2025, the Landlord's representative (the "Representative") and the Tenant participated in a teleconference hearing. The Representative confirmed that all the evidence the Landlord submitted to the Rental Office was included in the evidence package. The Tenant submitted no documents.
- [14] After the hearing, the Landlord submitted additional evidence, which was shared with the Tenant and added to the record.

**ISSUE**

- A. Has the Landlord established claims against the Tenant for cleaning, painting, and repairs?

**ANALYSIS**

- [15] During the hearing, the Tenant agreed to the Landlord's following claims:

| Item                    | Amount     |
|-------------------------|------------|
| Keys                    | \$120.00   |
| Bathroom door damage    | \$365.00   |
| Hallway corner damage   | \$125.00   |
| Apartment corner damage | \$125.00   |
| Microwave door damage   | \$318.00   |
| Total                   | \$1,053.00 |

- [16] The Tenant disputed the Landlord's remaining claims.

**Cleaning/Painting**

- [17] The Landlord is claiming \$280.00 for cleaning and painting the Unit. The Representative stated that the Unit was not clean after the Tenant moved out. He stated that the fridge and stove were not pulled out for cleaning. He stated that the Unit smelled of cat urine and that it needed to be repainted due to the odour. He stated that the Unit still smelled like cat urine after it had been painted. Photographs of the Unit and a cleaning invoice were submitted as evidence.
- [18] The Tenant stated that he paid a company around \$800.00 to clean the Unit and to help him pack and move. He stated that he did not return to the Unit after moving out, but he assumed it had been properly cleaned.
- [19] Clause 39(2)(a) of the Act states:

*When a tenant vacates a rental unit, the tenant shall leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear.*

- [20] I find that the Landlord has provided sufficient evidence to establish that the Tenant left the Unit below the standard of reasonably clean when he moved out of the Unit. Specifically, I note the Representative's testimony that the Unit smelled of cat urine and had to be repainted after the Tenant moved out. I find the Landlord has established the \$280.00 cleaning/painting claim.

**Baseboards/Shower Rod**

- [21] The Landlord is claiming \$84.00 for repairing the baseboards. The Representative stated that chunks were missing from some of the baseboards and needed to be repaired.
- [22] The Landlord is claiming \$30.00 to replace the shower rod. The Representative stated the shower rod was missing after the Tenant moved out.
- [23] The Representative stated that when the Landlord purchased the Residential Property, the previous property manager did not provide any information regarding each unit's pre-existing condition. The Landlord sent each tenant an email asking them to self-declare any pre-existing damage to their units. The Representative stated that the Tenant did not report any pre-existing damage to the Unit.
- [24] The Tenant stated that the baseboards were damaged before he moved into the Unit. He stated that there was no shower rod in the Unit when he moved in. He stated that he purchased his own shower rod and took it with him when he left. The Tenant stated that he did not get the Landlord's email asking him to self-declare any pre-existing damage to the Unit.

- [25] I find that the Landlord has provided insufficient evidence to establish its claims for the baseboard repair or the shower rod.
- [26] When the Landlord purchased the Residential Property, the Landlord did not receive any documentation from the previous landlord regarding the Unit's condition at the time the Tenant moved in. As such, I have insufficient evidence to establish the condition of the baseboards or whether a shower rod was in the Unit at the time the Tenant moved in.
- [27] The Tenant's evidence is that the baseboards were damaged when he moved in and that there was no shower rod in the Unit.
- [28] Despite the Representative stating that the Tenant did not self-declare any pre-existing damage, I note that it is not a tenant's responsibility to do so after a new landlord purchases a residential property. In this case, the Landlord could have inspected each unit to establish a baseline condition at the time of purchase; however, the Landlord did not. As such, I find that there is also insufficient evidence to establish the Unit's baseline condition at the time of purchase in 2024.
- [29] These claims are denied.

**CONCLUSION**

- [30] I find that the Landlord's established claims total \$1,333.00.
- [31] The Landlord will keep \$1,333.00 of the security deposit.
- [32] The Landlord will return the remaining security deposit balance of \$69.00 to the Tenant.
- [33] My calculations are as follows:

| Item                              | Amount            |
|-----------------------------------|-------------------|
| Keys                              | \$120.00          |
| Bathroom door damage              | \$365.00          |
| Hallway corner damage             | \$125.00          |
| Apartment corner damage           | \$125.00          |
| Microwave door damage             | \$318.00          |
| Cleaning/Painting                 | \$280.00          |
| <b>Subtotal</b>                   | <b>\$1,333.00</b> |
| Security Deposit                  | (\$1,328.00)      |
| Interest (Aug. 1/23 – Nov. 28/25) | (\$74.00)         |
| <b>Total</b>                      | <b>\$69.00</b>    |

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep \$1,333.00 of the security deposit.
2. The Landlord will return the security deposit balance of \$69.00 to the Tenant by January 2, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 28th 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.