

INTRODUCTION

- [1] This decision determines two applications filed by the Landlords and the Tenants with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlords want to keep a portion of the Tenants' security deposit for cleaning and damage, in the amount of \$500.00.
- [3] The Tenants want the full amount of their security deposit returned.

DISPOSITION

- [4] The Landlords have not established valid claims against the Tenants for cleaning and damage.
- [5] The Landlords will return to the Tenants the full amount of the security deposit, including interest, in the amount of \$1,554.55 forthwith.

BACKGROUND

- [6] The Unit is a four-bedroom, one-bathroom single-family dwelling, owned by the Landlords.
- [7] On April 16, 2024 the parties signed a fixed-term *Form 1 Standard Form of Tenancy Agreement* for the period of June 1, 2024 to May 31, 2025. Rent in the amount of \$2,200.00 was due on the first day of the month.
- [8] On May 31, 2024 the Tenants paid the Landlords a \$1,500.00 security deposit.
- [9] On July 1, 2025 the Tenants vacated the Unit and the tenancy ended.
- [10] On July 14, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking to keep a portion of the security deposit.
- [11] On July 14, 2025 the Tenants 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] Collectively, the Landlord Application and the Tenant Application are the "Applications."
- [13] On September 22, 2025 the Landlords amended the Landlord Application.
- [14] On October 9 and 14, 2025 the Rental Office emailed the parties notice of a telephone hearing scheduled for November 18, 2025, along with copies of the Applications.
- [15] On November 4, 2025 the Rental Office provided the parties a TitanFile link to an evidence package that contained ninety-two-pages of documents and five videos.
- [16] On November 18, 2025 the Landlords and the Tenants joined the telephone hearing for determination of the Applications. The parties confirmed that they received the evidence package. The Tenants confirmed that all evidence submitted to the Rental Office was included. The Landlords stated that a 15-page document was missing from the evidence. The Landlord forwarded the 15-page document to the Rental Office and the Tenants.

ISSUE

- A. Have the Landlords established claims against the Tenants for cleaning and damage?

ANALYSIS**Legal Basis**

- [17] The Landlords have the onus of proving their claims against the Tenants on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.
- [18] The Landlords are seeking to keep a portion of the Tenants' security deposit, in the amount of \$500.00 for cleaning and damage.
- [19] Clause 39(2)(a) of the *Act* outlines a tenant's obligation 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.

- [20] For the reasons below, I find that the Landlords have not established valid claims against the Tenants for cleaning and damage. The Landlords will return the security deposit, including interest, forthwith.

Evidence & Determination**Cleaning & Damage**

- [21] The Landlords stated that they needed to clean the Unit, particularly the appliances. There were mould and burn stains which needed to be cleaned and repainted.
- [22] The Landlords stated that they received a complaint from the municipality bylaw enforcement office regarding a violation related to a mattress and garbage bags left outside of the Unit. The Landlords stated that the mattress was their property, which was damaged and discarded by the Tenants without permission.
- [23] The Landlords stated that throughout the tenancy there was plumbing, electrical and sump pump issues in the Unit. The Landlords stated that the Tenants caused these issues, particularly, the Tenants turned off the sump pump which caused increased water damage and mould.
- [24] The Landlords stated that the Unit was furnished and that some of the furniture was damaged, particular the table and chairs.
- [25] The Landlords stated that there was damage to the lawn due to the Tenants improperly parking their cars. The Landlords stated that there were clear rules in the tenancy agreement about parking and that the Tenants did not follow the rules.
- [26] The Landlords stated that they did not complete a pre-tenancy and post-tenancy inspection report.
- [27] The Landlords stated that it cost \$500.00 to paint the damaged and mould areas. The Landlords stated that they are only seeking to keep \$500.00 of the \$1,500.00 security deposit.
- [28] The Tenants disputed the Landlords' evidence and claims regarding the security deposit.
- [29] The Tenants stated that they asked the Landlords to remove the mattress because it had mould. The Tenants stated that after the bylaw issue they moved the mattress to the shed.
- [30] The Tenant stated that they were told by the Landlords not to use the dishwasher or electric heating boards. The Tenants stated that they did not damage the appliances because they were not used.

- [31] The Tenants stated that they cleaned, painted and did minor repairs to the Unit. The Tenants stated that they also reseeded, raked and repaired the lawn. The Tenants stated that the Landlords also did not have any complaints after the work on the lawn was completed.
- [32] I have reviewed the parties evidence, particularly the videos submitted by the parties. I find that the Landlords' evidence does not support claims against the Tenant for cleaning and damage.
- [33] I find that the evidence shows the Unit in a reasonably clean condition at the end of the tenancy. The Tenants' evidence included a video of them walking through the Unit on June 29, 2025. The videos also included the Tenants painting and cleaning the Unit.
- [34] Further, I find that the evidence shows that the Unit was not damaged beyond reasonable wear and tear. Particularly, I find that the Tenants took reasonable steps to repair the lawn from the parking, which the Landlords acknowledged in a text message that it was a "good job" (EP84).
- [35] I find that the Landlords did not complete a pre-tenancy and post-tenancy inspection report. The inspection report is a *Form 5 Landlord Condition Inspection Report* (found on the Rental Office website).
- [36] In Order LR25-12 the Island Regulatory and Appeals Commission made the following comments regarding landlords who fail to complete the inspection reports (paragraphs 34 & 35):

The Commission finds that the Landlord failed to comply with section 18 and section 38 statutory requirement for pre-tenancy and post-tenancy inspections. 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.

Where a landlord has failed to comply with both sections 18 and 38, the Commission can only award a damage claim to a landlord if that claim is supported by objective and compelling evidence with respect to who caused the damage and how much it costs to repair. The onus to establish such damage and who caused it rests on the party seeking the damage claim and a failure to comply with sections 18 and 38 "raises the bar" thus making it more difficult, but not impossible, to support the claim.

- [37] In this case, I find that the Landlords have not provided objective and compelling evidence to establish their claims. Therefore, the Landlord Application is denied and the Tenant Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlords will pay the Tenants \$1,554.55 forthwith.

DATED at Charlottetown, Prince Edward Island, this 4th day of December, 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.