

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 Landlords seek to keep the security deposit, rent owing, and additional compensation for a total claim of \$4,111.27.

DISPOSITION

- [3] I find that the Landlords' total established rent owing and compensation claim is \$3,143.27.
- [4] The Landlords will keep the security deposit totalling \$1,044.18.
- [5] The Tenants will pay the Landlords the balance of \$2,099.09 by the timeline below.

BACKGROUND

- [6] The Unit is a house owned by the Landlords.
- [7] On January 1, 2024, the parties entered into a written fixed-term tenancy agreement for the Unit from January 1, 2024, to January 1, 2025. The tenancy then continued on a monthly basis. Rent was \$1,200.00 due on the first day of the month. A security deposit of \$1,000.00 was paid on January 26, 2024.
- [8] On June 27, 2025, the Landlords served the Tenants with a *Form 4(A) Eviction Notice* effective July 31, 2025, for repeatedly late rent payments under clause 61(1)(b) of the Act (the "Notice").
- [9] On August 1, 2025, the Tenants moved out of the Unit, and the tenancy ended.
- [10] On August 13, 2025, the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit, rent owing, additional compensation, and to dispose of the Tenants' personal property. During the hearing, the Landlords stated that they are no longer seeking to dispose of the Tenants' personal property.
- [11] On October 24, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for November 25, 2025.
- [12] On November 14, 2025, the Rental Office sent the parties a 39-page evidence package.
- [13] On November 25, 2025, the Landlords participated in a teleconference hearing. I called the Tenants; however, their phone was out of service. I emailed the Tenants a copy of the notice of hearing. I waited ten minutes, and the hearing proceeded in the Tenants' absence. The Landlords confirmed that all the evidence they submitted to the Rental Office was included in the evidence package. The Tenants submitted no documents.
- [14] After the hearing, the Landlords submitted additional evidence, which was forwarded to the Tenants. The Tenants did not respond to the additional evidence.
- [15] Based on the Landlords' additional evidence, I have amended the Application under clause 80(3)(f) of the Act.

ISSUE

- A. Have the Landlords established rent owing and compensation claims against the Tenants?

ANALYSIS

[16] The Landlords stated they are claiming:

Item	Amount
July 2025 rent	\$1,200.00
Furnace oil	\$968.00
Furnace repair	\$914.25
Screen repair	\$152.00
Cleaning	\$517.02
Garbage disposal	\$250.00
New locks	\$110.00
Total	\$4,111.27

Rent

[17] The Landlords are claiming \$1,200.00 for rent owing, because the Tenants did not pay rent for July 2025. A copy of the Tenants' rental ledger was submitted as evidence. I find that the Landlords have provided sufficient and undisputed evidence to establish that the Tenants failed to pay \$1,200.00 for July 2025's rent. This claim is allowed

Furnace oil

[18] The Landlords are claiming \$968.00 of furnace oil to refill the oil tank. The tenancy agreement stated that the Tenants were responsible for all utilities. They stated the oil tank was full at the start of the tenancy but empty when the Tenants moved out.

[19] The Landlords stated it cost \$537.93 to fill the oil tank before the Tenants moved in. To refill the oil tank with 800 litres would have cost the Landlords \$968.00 at \$1.21 per litre in August 2025, after the Tenants moved out.

[20] The Landlords stated they did not want to get stuck with such a large oil bill again, so they only put \$300.00 of oil into the oil tank before their new tenants moved in. They stated that the new tenants are responsible for refilling the oil tank upon moving out.

[21] I find that the Landlords have not established that the Tenants are responsible for the furnace oil. Despite the tenancy agreement stating that the Tenants were responsible for all utilities, it does not state that the Tenants were required to reimburse the Landlords for the initial tank of oil or to refill the oil tank upon vacating. This claim is denied.

[22] 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.

Furnace and screen repairs

[23] The Landlords are claiming \$914.25 for furnace repairs. They stated that because the Tenants let the oil tank run dry, the furnace needed to be repaired before it could be refilled. A technician had to replace a circulating pump and a zone valve, and labour costs were incurred for the repair. A repair invoice was submitted as evidence.

[24] The Landlords are claiming \$152.00 to repair a window screen, along with a frame and a second screen. It cost \$37.00 for a screen repair kit and \$60.00 for a new frame and screen, plus labour and taxes. Photographs and an invoice were submitted as evidence.

- [25] I find that the Landlords have provided sufficient and undisputed evidence to establish that the Tenants left the Unit damaged, beyond reasonable wear and tear, when they moved out. These claims are allowed.

Cleaning and garbage disposal

- [26] The Landlords are claiming \$517.02 for cleaning. It cost \$420.00 for two cleaners to work for 7 hours to remove the Tenants' garbage and clean the Unit. It also cost \$97.02 for cleaning supplies, which the Landlords stated they purchased themselves. A text message from the cleaners, photographs, and banking documents were submitted as evidence.
- [27] The Landlords stated that the Tenants smoked in the Unit, but the Unit was non-smoking. The cleaners had to clean the walls and ceiling because of the smoke smell. The Landlords stated that the Tenants left several boxes and bags in the Unit. The Tenants also left items in the yard, including a lawn mower, a bicycle, and a piece of steel. The cleaners picked up 4-5 bags of the Tenants' personal items during cleaning.
- [28] The Landlords are also claiming \$250.00 for the disposal of the Tenants' property left at the Unit. The disposal required a truck, trailer, labour, and disposal fee. The Tenants told the Landlords the remaining property at the Unit was garbage, so the Landlords disposed of it. An invoice was submitted as evidence.
- [29] I find that the Landlords have provided sufficient and undisputed evidence to establish that the Tenants left the Unit below the standard of reasonably clean when they moved out. These claims are allowed.

Lock set

- [30] The Landlords are claiming \$110.00 to purchase and install a new lock set at the Unit, as the Tenants did not return the keys. The actual cost of the lock was \$185.71; however, the Landlords installed a better lock and are claiming only the replacement and labour costs for the old lock. An invoice was submitted as evidence.
- [31] I find that the Landlords have provided sufficient and undisputed evidence to establish that the Tenants failed to leave their keys upon moving out, and that the locks had to be changed. This claim is allowed.

Mandatory Tenancy Agreement Information

- [32] I note that for all tenancy agreements commencing on or after April 8, 2023, landlords are required to prepare written tenancy agreements in accordance with sections 10 and 11 of the *Act*.
- [33] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements.

Inspection Reports

- [34] I further note that all tenancy agreements commencing on or after April 8, 2023, require a pre-tenancy and post-tenancy inspection to be completed. Clauses 18(3) and 38(3) of the *Act* require a landlord and tenant to complete a pre-tenancy and post-tenancy inspection report – a *Form 5 – Landlord Condition Inspection Report* found on the Rental Office's website.
- [35] 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.

- [36] However, I find that despite the Landlords not submitting inspection reports for this tenancy, the Landlords have provided objective, compelling and undisputed evidence regarding their established claims.

CONCLUSION

- [37] I find that the Landlords' total established rent owing and compensation claim is \$3,143.27.

- [38] The Landlords will keep the security deposit totalling \$1,044.18.

- [39] The Tenants will pay the Landlords the balance of \$2,099.09 as follows:

Item	Amount
July 2025 rent	\$1,200.00
Furnace repair	\$914.25
Screen repair	\$152.00
Cleaning	\$517.02
Garbage disposal	\$250.00
New locks	\$110.00
Subtotal	\$3,143.27
Security deposit	(\$1,000.00)
Interest (Jan. 26/24 – Dec. 5/25)	(\$44.18)
Total	\$2,099.09

IT IS THEREFORE ORDERED THAT

- The Landlords will keep the security deposit totalling \$1,044.18.
- The Tenants will pay the Landlords \$2,099.09 by January 5, 2026.

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