

**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 claims against the Tenant for utilities, damage and cleaning in the total amount of \$10,265.93.

**DISPOSITION**

- [3] I find that the Landlord has established claims totaling \$9,717.93.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,786.57. The Tenant must pay the Landlord additional compensation, in the amount of \$6,931.36 by the timeline below.

**BACKGROUND**

- [5] The Unit is a three-bedroom, two-and-a-half-bathroom rental unit in a two-unit building (the "Residential Property"). The Landlords rented the Unit from a former owner from July of 2017 to July 15, 2021. The Landlords continued to live in the Unit until August 24, 2023. The Unit was rented to other tenants from September 1, 2023 to March 1, 2024.
- [6] The Landlords and the Tenant entered into a written, fixed-term tenancy agreement from March 28, 2024 to March 27, 2025, which then continued on a monthly basis (the "Tenancy Agreement"). A security deposit in the amount of \$2,700.00 was paid on April 4, 2024. Rent in the amount of \$2,700.00 was due on the twenty-seventh day of the month.
- [7] On July 27, 2025 the Tenants vacated the Unit.
- [8] On August 11, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office for outstanding utilities, damage and cleaning (the "Application").
- [9] On October 29, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for December 4, 2025.
- [10] On November 26, 2025 the Rental Office provided the parties with access to an evidence package containing a 203-page PDF and video evidence.
- [11] On December 5, 2025 the Landlords participated in a teleconference hearing. I telephoned the Tenant but the Tenant did not answer my call. I sent the Tenant an email with an additional copy of the notice of hearing attached. I advised that the hearing would be proceeding ten minutes after the scheduled time.
- [12] The hearing proceeded in the Tenant's absence. The Landlords confirmed that they received the evidence package and that all evidence submitted to the Rental Office was included.

**PRELIMINARY MATTER**

- [13] On November 5, 2025 an email with an email chain originating from the Tenant's email address was sent to the Landlord, with the Rental Office carbon copied.

- [14] Within this email chain, there was an email purporting to be from the Rental Office to the Tenant earlier in the day (9:36 a.m. on November 5, 2025), which stated as follows:

*"Received, thank you. We will save this as your evidence to the application and can clearly tell these are fabricated inflated amounts."*

- [15] The actual Rental Office email to the Tenant at 9:36 a.m. on November 5, 2025 stated as follows:

*"Received, thank you. We will save this as your evidence to the application."*

- [16] The Rental Office's email at 9:36 a.m. on November 5, 2025 was altered in the email sent from the Tenant's email address. I note that the alteration attempts to advance the Tenant's financial interests.

- [17] The Tenant did not participate in the hearing and did not provide testimony regarding the alteration.

- [18] I have disregarded all Tenant evidence disputing the claims in the Application that originated from the Tenant's email account because the Tenant's email content is unreliable.

### ISSUE

- A. Must the Tenant pay the Landlord compensation for utilities, cleaning and damage?

### ANALYSIS

- [19] Clause 39(2)(a) of the Act provides the standards for the condition of a rental unit at the end of a tenancy, stating as follows:

*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] The Landlords provided detailed testimony corroborated by documentary and video evidence to support the claims against the Tenant.

- [21] I find that the Landlords were credible, reliable and truthful in their evidence before the Rental Office.

- [22] The evidence establishes that the Tenant owed utilities to the Landlord, in the amount of \$1,220.00, and the Tenant left the Unit in a damaged and unclean state. I find that the claims and the amounts in the Application are valid, subject to the adjustments below.

- [23] I have made the following adjustments to the amounts claimed in the Application based upon the Landlords' evidence.

- [24] The stove was brand new in September of 2023, being less than two years old at the end of the tenancy. The stove was damaged far beyond reasonable wear and tear at the end of the tenancy. The replacement stove cost \$1,173.00. I find that a 20% deduction is appropriate, in the amount of \$234.60, based upon the betterment principle and the new condition of the replacement stove. The Island Regulatory and Appeals Commission provided a detailed analysis regarding the betterment principle in Orders LR24-06 and LR25-25. This claim is allowed in part, in the amount of \$938.40.

- [25] The actual cost for the window screen repair was \$257.60 and the air exchanger control knob repair was \$167.50, which are valid claims.

- [26] The Unit was painted shortly before the Tenant moved in. The Landlords paid \$5,175.00 for the repair of damaged walls and painting after the Tenant moved out. There were repairs that were attempted on behalf of the Tenant. However, the repairs were improperly completed, which resulted in the Landlords incurring additional costs. The Landlords received a painting quote of \$1,200.00 for the other side of the Residential Property, which has the same layout as the Unit. The Landlords stated that the difference between these two amounts for the two similar units is because of damage to the Unit that is the Tenant's responsibility. I find that a 15% deduction of \$180.00 is appropriate based upon a typical painting cost of \$1,200.00 for this type of unit and the betterment principle. As a result, I find that the Landlords have established a wall damage and painting repair claim of \$4,995.00 (\$5,175.00 minus \$180.00).
- [27] I find that a 20% deduction of \$133.40 is appropriate for the cleaning cost because the cleanliness standard at the end of the tenancy was reasonably clean. A tenant is not responsible for cleanliness condition that is move-in ready for the next tenant. The established cleaning claim is \$533.60.
- [28] The security deposit was paid by a third-party. On August 12, 2025 the third-party permitted the Landlords to keep the security deposit. As a result, security deposit interest is calculated up to August 12, 2025.
- [29] The Landlord has established claims totaling \$9,717.93, calculated as follows:

| Item                                        | Amount      |
|---------------------------------------------|-------------|
| Utilities                                   | \$1,220.00  |
| Garbage removal                             | \$257.72    |
| Stove replacement                           | \$938.40    |
| Broken window repair                        | \$131.10    |
| Repairs throughout Unit                     | \$1,145.15  |
| Window crank repair                         | \$71.86     |
| Window screen repair                        | \$257.60    |
| Wall repair and painting                    | \$4,995.00  |
| Air exchanger control knob repair           | \$167.50    |
| Cleaning                                    | \$533.60    |
| Subtotal                                    | \$9,717.93  |
| Security deposit                            | \$2,700.00  |
| Interest (April 4, 2024 to August 12, 2025) | \$86.57     |
| Subtotal                                    | \$2,786.57  |
| Total established claims                    | \$9,717.93  |
| Security deposit, including interest        | -\$2,786.57 |
| Additional compensation                     | \$6,931.36  |

- [30] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,786.57. The Tenant must pay the Landlord additional compensation, in the amount of \$6,931.36 by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,786.57.
2. The Tenant must pay the Landlord additional compensation, in the amount of \$6,931.36, by January 8, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 8th day of December, 2025.

(sgd.) Andrew Cudmore

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**Andrew Cudmore**  
**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.