

## INTRODUCTION

- [1] This decision determines two applications filed by the Landlord and the Tenant with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord wants to keep a portion of the Tenant’s security deposit for cleaning, in the amount of \$280.00.
- [3] The Tenant disputes the Landlord’s cleaning claim and seeks the full amount of the security deposit plus interest.

## DISPOSITION

- [4] The Landlord has established a valid claim, in part, against the Tenant for cleaning. The Landlord will keep \$100.00 of the Tenant’s security deposit and will return the remaining balance, including interest, in the amount of \$409.38 by the timeline below.

## BACKGROUND

- [5] The Unit is a one-bedroom, one-bathroom apartment in a 61-unit building, owned by the Landlord.
- [6] In 2023 a former tenant paid the Landlord a \$500.00 security deposit. The former tenant sublet the Unit to a subtenant. There was no record of the subtenant paying a security deposit to the Landlord.
- [7] On March 11, 2025 the Tenant paid the subtenant a \$500.00 security deposit at the request of the former Landlord’s representative.
- [8] On March 14, 2025 the Tenant and the Landlord signed a written, fixed-term tenancy agreement for the period of April 1, 2025 to March 31, 2026. Rent in the amount of \$1,127.85 was due on the first day of the month.
- [9] On July 31, 2025 the Tenant vacated the Unit and the tenancy ended by mutual agreement.
- [10] On August 14, 2025 the Landlord’s representative (the “Representative”) filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Rental Office seeking to keep a portion of the Tenant’s security deposit.
- [11] On August 20, 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] Collectively, the Landlord Application and the Tenant Application are referred to as the “Applications.”
- [13] On October 23, 2025 the Rental Office emailed the parties notice of a telephone hearing scheduled for December 2, 2025 along with a copy of the Applications.
- [14] On November 21, 2025 the Rental Office emailed the parties a 30-page and 1-video evidence package.
- [15] On November 26, 2025 the Rental Office emailed the parties a 3-page supplementary evidence package.
- [16] On December 1, 2025 the Rental Office emailed the parties a second 3-page supplementary evidence package.

- [17] On December 2, 2025 the Representative and the Tenant joined the telephone hearing for determination of the Applications. The parties confirmed that they received the evidence package and the two supplementary evidence packages. The parties also confirmed that all evidence submitted to the Rental Office was included.

## ISSUE

- A. Has the Landlord established a claim against the Tenant for cleaning?

## ANALYSIS & FINDINGS

### Legal Basis

- [18] The Landlord has the onus of proving its claim against the Tenant on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claim is more likely correct than not.
- [19] The Representative adjusted the total claim amount, and is seeking to keep \$280.00 of the Tenant's security deposit. I amend the Landlord Application under clause 80(3)(f) of the *Act*.
- [20] Clause 39(2)(a) of the *Act* outlines a tenant's cleanliness 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.*
- [21] For the reasons below, I find that the Landlord has established a valid claim against the Tenant for cleaning, in part. The Landlord will keep \$100.00 from the Tenant's security deposit and will return the remaining balance, including interest, in the amount of \$409.38 by the timeline below.

### Evidence & Determination

- [22] The Landlord's evidence was summarized and presented by the Representative.
- [23] The Representative stated that the bathroom was not clean and that some items were left in the Unit. The Representative stated that the video and the photographs submitted into evidence were taken on July 31, 2025. The Representative stated that she cleaned the Unit herself, and it took approximately five hours to clean. The Representative stated that the labour and materials cost approximately \$280.00.
- [24] The Tenant stated that there was no move-in or move-out inspection completed.
- [25] The Tenant stated that he cleaned the Unit when he moved in and moved out. The Tenant stated that he left some items in the kitchen cupboards but the Unit was cleaned and not damaged. The Tenant disputed that the Unit needed five hours of cleaning.
- [26] I have reviewed the evidence and I find that the Landlord will keep \$100.00 from the Tenant's security deposit for some cleaning and removing items from the Unit. The photographic and video evidence does not establish that the Unit was significantly below a standard of reasonably clean that would justify a \$280.00 deduction from the Tenant's security deposit.
- [27] However, I find that the Tenant left items in the Unit. The Tenant was not permitted to leave any items in the Unit (see subsection 43(1) of the *Act*). Based on the objective evidence (photos and videos), I find that \$100.00 is reasonable compensation for the Representative's time and efforts in these circumstances.

- [28] Therefore, the Application is allowed in part. The Landlord will keep \$100.00 from the Tenant's security deposit and will return the remaining balance, including interest, in the amount of \$409.38 by the timeline below.

### **Mandatory Tenancy Agreement Information**

- [29] I note that the tenancy agreement used in this case was the *Form 1 Standard Form of Rental Agreement*. This was the standard form used under the former legislation (the *Rental of Residential Property Act*).
- [30] I further 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*.
- [31] 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.

### **Mandatory Pre-Tenancy & Post-Tenancy Inspection Reports**

- [32] 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. Sections 18 and 38 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* available on the Rental Office's website.
- [33] 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.*

### **IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep \$100.00 of the Tenant's security deposit.
2. The Landlord will pay the Tenant the security deposit balance of \$409.38 by January 9, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 10th 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.