

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks compensation in the amount of \$2,100.00 for rent owing, cleaning and repairs.
- [3] The Tenant seeks a return of double the security deposit, in the amount of \$1,763.90.

DISPOSITION

- [4] I find that the Tenant owes the Landlord rent in the amount of \$1,200.00.
- [5] I find that the Landlord has established a cleaning claim in the amount of \$375.00.
- [6] I find that the Tenant has established a claim for double the security deposit, including interest, totalling \$1,763.90.
- [7] The Landlord must pay the Tenant the balance of \$188.90 by the timeline below.

BACKGROUND

- [8] The Unit is a one-bedroom one-bathroom motel room in a multi-unit building (the "Residential Property") owned by the Landlord.
- [9] On April 30, 2025, the parties entered into a written, monthly tenancy agreement for the Unit. Rent of \$1,200.00 was due on the first day of the month. The parties dispute the amount of the security deposit that the Tenant paid.
- [10] On August 29, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking the return of double the security deposit.
- [11] On August 31, 2025, the Tenant moved out of the Unit.
- [12] On November 17, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking compensation for cleaning and repairs (the "Landlord Application").
- [13] On October 27, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for December 2, 2025.
- [14] On November 25, 2025, the Rental Office sent the parties a 23-page evidence package.
- [15] On December 2, 2025, the Tenant and the Landlord's representative (the "Representative") participated in a teleconference hearing. The parties confirmed that all the evidence they submitted to the Rental Office was included in the evidence package.

PRELIMINARY MATTER

- [16] On December 8, 2025, I requested additional submissions from the parties regarding the end of the tenancy and whether the Tenant owes the Landlord rent. Both parties submitted additional evidence, which was shared with the other party and added to the record. The Landlord Application is amended under clause 80(3)(f) of the Act to include rent owing.

ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Has the Landlord established claims against the Tenant for cleaning and repairs?
- C. How much is the security deposit?
- D. Must the Landlord return double the security deposit to the Tenant?

EVIDENCE**A. Does the Tenant owe the Landlord rent?**

[17] The Tenant submitted a text message she sent to the Landlord dated August 19, 2025, where she notified the Landlord that she was moving out of the Unit at the end of the month. The parties agreed that the Tenant moved out of the Unit on September 1, 2025. The Landlord stated that the Unit was not re-rented until December 1, 2025.

[18] Subsection 55(2) of the Act states:

(2) A tenant may end a month-to-month or other periodic tenancy by giving the landlord a notice of termination effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice;
and

(b) is the day before the day that rent is payable under the tenancy agreement.

[19] I find that the Tenant did not provide proper notice to end the tenancy agreement under subsection 55(2) of the Act. Based on the notice provided, I find that the tenancy between the parties ended on September 30, 2025. Therefore, I find that the Tenant owes the Landlord \$1,200.00 in rent for September 2025.

B. Has the Landlord established claims against the Tenant for cleaning and repairs?

[20] The Representative stated that the Landlord is seeking \$900.00 in compensation for cleaning and repairs.

[21] The Representative stated that the Tenant left the Unit unclean upon moving out and damaged the Unit beyond reasonable wear and tear. There was garbage and a foul odour in the Unit, and it took two days to clean the Unit. A \$200.00 cleaning invoice and photographs of the Unit were submitted as evidence.

[22] The Representative stated that the toilet, bathtub, and kitchen sink were clogged, so a plumber was required. A plumbing invoice of \$175.00 was submitted as evidence. The Unit's mattress had to be disposed of and replaced with one from the Landlord's storage. A mattress invoice of \$475.00 was submitted as evidence.

[23] The Tenant stated that she did her best to clean the Unit before she moved out. She stated that she had to leave the Unit in a hurry due to safety issues. She stated that she had left some bags of garbage in the Unit. The Tenant disputed the Landlord's claim for the mattress, arguing that motel mattresses must be changed regularly. The Tenant disputed the Landlord's plumbing claim.

- [24] Subsection 39(2) of the Act states:

*(2) 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.*

- [25] 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.

- [26] 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.

- [27] Despite the Landlord not submitting any inspection reports for the Unit, I find that the Landlord has provided objective and compelling evidence, specifically the Landlord's photographs and invoices, to establish that the Tenant left the Unit unclean when she moved out, and that a plumber was required. The cleaning and plumbing claims are allowed.
- [28] However, as there is no pre-tenancy inspection report, I have insufficient evidence to establish the condition of the Unit's mattress at the time the Tenant moved in. As such, I cannot conclude that the Tenant damaged the mattress beyond reasonable wear and tear. This claim is denied.
- [29] I find that the Landlord has established that the Tenant must compensate the Landlord \$375.00 for cleaning and plumbing (\$200.00 + \$175.00).

C. How much is the security deposit?

- [30] The Tenant stated that she paid \$1,200.00 for the security deposit. She stated that the Provincial government paid part of the security deposit, and she paid the remainder. The Tenant stated that she does not have any records of the amounts that she or the Provincial government had paid.
- [31] The Representative stated that the Tenant only paid \$675.00 for the security deposit. The Representative stated that the Provincial government paid the Landlord twice (\$675.00 and \$875.00) on April 30, 2025. The Representative stated that the \$675.00 payment was for the security deposit.
- [32] The Landlord submitted a payment record from the Provincial government into evidence. The Representative stated that the Landlord has no additional payment records or a rent ledger for the Tenant.

- [33] I find that the evidence establishes that on April 30, 2025, the Provincial government paid the Landlord \$675.00 and \$875.00 on the Tenant's behalf. On the Provincial government's payment record, there are notations next to each payment.
- [34] Next to the \$675.00 payment, there is a notation stating that the payment is for "*RENT*." Next to the \$875.00 payment, there is a notation stating that the payment is for "*DD*," which I infer to mean "damage deposit" or "security deposit." Based on the documentary evidence, I find that the Tenant paid a security deposit of \$875.00.
- [35] I find that the Tenant has provided insufficient evidence to establish that she paid \$1,200.00 for the security deposit. I further find that the Landlord has provided insufficient evidence to establish that the Tenant only paid \$675.00 for the security deposit.

D. Must the Landlord return double the security deposit to the Tenant?

- [36] Section 40 of the Act addresses the retention and return of a security deposit:
- (1) *Except as provided in subsection (2) or (3), within 15 days after the date the tenancy ends or is assigned, the landlord shall either*
 - (a) *issue payment, as provided in subsection (5), of any security deposit to the tenant with interest calculated in accordance with the regulations; or*
 - (b) *make an application to the Director under section 75 claiming against the security deposit.*
 - (2) *A landlord may retain from a security deposit an amount that*
 - (a) *the Director has previously ordered the tenant to pay to the landlord; and*
 - (b) *remains unpaid at the end of the tenancy.*
 - (3) *A landlord may retain an amount from a security deposit if*
 - (a) *at the end of a tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant; or*
 - (b) *after the end of the tenancy, the Director orders that the landlord may retain the amount.*
 - (4) *Where a landlord does not comply with this section, the landlord*
 - (a) *shall not make a claim against the security deposit; and*
 - (b) *shall pay the tenant double the amount of the security deposit.*
- [37] As noted above, I have found that the tenancy ended on September 30, 2025. The Landlord then had until October 15, 2025 (15 days from September 30, 2025) to either return the security deposit or apply with the Rental Office claiming against the security deposit; however, the Landlord did neither.
- [38] There are no earlier Rental Office decisions authorizing the Landlord to keep the security deposit. There is insufficient evidence that the parties entered into a written agreement permitting the Landlord to keep the security deposit.
- [39] I find that the Landlord did not comply with the Section 40 requirements for keeping a security deposit. Therefore, the Landlord must compensate the Tenant double the security deposit, including interest on the principal amount, under subsection 40(4) of the Act.

CONCLUSION

- [40] I find that the Tenant owes the Landlord rent in the amount of \$1,200.00.
- [41] I find that the Landlord has established cleaning claims in the amount of \$375.00.
- [42] I find that the Tenant has established a claim for double the security deposit, including interest, totalling \$1,763.90.
- [43] The amounts are offset, and the Landlord must pay the Tenant the balance of \$188.90 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant \$188.90 by January 19th, 2026.

DATED at Charlottetown, Prince Edward Island, this 18th 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.