

**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 to keep the security deposit in the amount of \$1,215.00 for cleaning and repairs.
- [3] The Tenants seek a return of the security deposit plus additional compensation in the amount of \$2,135.00 for utility expenses.

**DISPOSITION**

- [4] I find that the Landlord has established cleaning and repair claims in the amount of \$800.00.
- [5] The Tenants’ compensation claims are denied.
- [6] The Landlord must return the security deposit balance, including interest, to the Tenants in the amount of \$840.77.

**BACKGROUND**

- [7] The Unit is a single-family house owned by the Landlord.
- [8] On May 1, 2014, the parties entered into a written monthly tenancy agreement for the Unit. On January 1, 2022, the parties entered into another written fixed-term for the Unit; however, the term’s length was not stated. Rent of \$1,437.00 was due on the first day of the month. A security deposit of \$1,215.00 was paid on May 1, 2014.
- [9] On July 1, 2025, the Tenants moved out of the Unit and the tenancy ended by mutual agreement.
- [10] On July 16, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit for cleaning and repairs (the “Landlord Application”).
- [11] On August 1, 2025, the Tenants filed an amended *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking a return of the security deposit plus additional compensation of \$2,135.00 for utility expenses (the “Tenant Application”).
- [12] On September 24, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for October 30, 2025.
- [13] On October 28, 2025, at the Landlord’s request, the Rental Office sent the parties notice of a rescheduled teleconference hearing for December 4, 2025.
- [14] On November 26, 2025, the Rental Office shared a 95-page evidence package and two videos with the parties via TitanFile.
- [15] On November 28, 2025, the Tenants submitted additional evidence to the Rental Office and the Landlord.
- [16] On December 4, 2025, the Landlord and the Tenants participated in a teleconference hearing. The parties confirmed that all evidence they submitted to the Rental Office was included in the evidence package and shared with the other party.

- [17] After the hearing, the parties submitted additional evidence, which was shared with the other party and added to the record.

## ISSUES

- A. Has the Landlord established claims against the Tenants for cleaning and repairs?
- B. Have the Tenants established claims against the Landlord for utility expenses?

## ANALYSIS

### A. Has the Landlord established claims against the Tenants for cleaning and repairs?

- [18] The Landlord stated that she is seeking to keep the security deposit for cleaning and repairs which were required after the Tenants moved out of the Unit. She stated that the cleaning and repair costs exceed the security deposit, but she is not seeking additional compensation. She stated that she is not re-renting the Unit, and it is now for sale.
- [19] The Landlord stated that when the Tenants moved in, they showed no concern about the house being in an unclean condition, other than a frozen fish in the freezer.
- [20] The Landlord stated the Unit was unclean after the Tenants moved out. She stated that she received a quote from a cleaning company for \$600.00 to "deep clean" the Unit, which was submitted as evidence. The quote did not include cleaning outside the Unit or cleaning the grout.
- [21] The Landlord stated that she decided to clean the Unit herself and is instead claiming \$600.00 for the time she and her husband spent cleaning. The Landlord stated that she and her husband cleaned for a few hours each day and that it took them two months to clean the Unit.
- [22] The Landlord stated she had to clean the grout to bring the colour back. She had to clean the walls before they could be painted. The ceiling fans, baseboards, windows, kitchen backsplash, bathroom, doors, and light fixtures were dirty. Photographs of the Unit were submitted as evidence.
- [23] The Landlord stated that there was debris outside the Unit and in the basement, which needed to be disposed of. She had friends assist her and paid them \$140.00 for their work.
- [24] The Landlord stated that there were dents on the fridge door caused by the Tenants. She stated she bought it used and is unsure of its current age. She stated that she obtained an estimate of \$500.00 to repair the door, but stated that it is not cost-effective to repair. She stated that she will sell the fridge with the Unit.
- [25] The Landlord stated that nails in the walls had to be removed and filled for painting and estimated the cost at \$35.00. The Landlord stated she hired a handyman to help clean and prep the Unit for painting and paid the handyman \$250.00. A screen was repaired, which cost approximately \$35.00. A light was replaced, which cost \$30.98 plus tax. The Landlord stated she hired someone to repaint the Unit and replace some flooring; however, she was not claiming these expenses.
- [26] The Tenants stated that before they moved out, they were cleaning in the Unit until 2 a.m. and that the Landlord told them they could leave. The two lawnmowers which were outside the Unit belonged to the Landlord. The Tenants stated that they had installed the screen that the Landlord stated was damaged, because it was not there when they moved in.
- [27] The Tenants stated that they had left some stickers on the walls. They stated the fan blades were old. The garbage in the Landlord's photos is beside the waste bin for disposal. The light the Landlord replaced had never worked during the tenancy.

- [28] The Tenants stated that they caused the damage to the Unit's fridge, but because the Landlord is not repairing or replacing it, there is no cost to the Landlord. They stated that they had completed other repairs in the Unit that they did not charge to the Landlord. Two videos of the Unit from when the Tenants moved out were submitted as evidence.
- [29] Clause 39(2)(a) 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.*
- [30] I note that there is insufficient evidence establishing the Unit's baseline condition before the Tenants moved in, such as photographs or an inspection report. As such, I am unable to establish the Unit's pre-tenancy condition.
- [31] However, I find that the Landlord has established that parts of the Unit were not left reasonably clean upon the Tenants' move-out.
- [32] I note that the Landlord's \$600.00 estimate for cleaning the Unit included "*deep cleaning*" to get it ready for "*remodeling, listing, or the next stage.*" However, the Act states that tenants are only required to leave a rental unit reasonably clean when they move out, and are not required to leave it in a move-in-ready condition for the next tenants, or to deep-clean a unit.
- [33] Based on the evidence, I find that the Landlord has established a cleaning claim of \$300.00 for the Landlord's time spent cleaning the Unit. I note that the Tenants had lived in the Unit since 2014, and during that time, some wear and tear, such as to the grout, is to be expected.
- [34] I further find that the evidence establishes that the Tenants damaged the fridge beyond reasonable wear and tear. Despite the Tenants' argument that the Landlord had not repaired or replaced the fridge, I find that the damage to the fridge still reduced the fridge's value.
- [35] The Island Regulatory and Appeals Commission (the "Commission"), in Order LR24-06, applied the principle of betterment in determining the amount to be awarded to a landlord for damage caused by a tenant, taking depreciation into account. The Commission noted that a party should not be put in a better position than they would have been had the damage not occurred.
- [36] The Landlord was unable to establish the fridge's age at the time of purchase or at the end of the tenancy. Given that no specific evidence was submitted regarding the fridge's age or useful life, I award the Landlord \$250.00 for the fridge damage, which is 50% of the \$500.00 repair estimate.
- [37] I find that the Landlord has not established the remaining compensation claims.
- [38] The Tenants had lived in the Unit since 2014, and during that time, some wear and tear, such as to the walls, is to be expected. There is insufficient evidence that the Landlord painted the Unit during the tenancy, so it is expected that the Unit would require painting after the Tenants moved out.
- [39] As noted above, there is insufficient evidence establishing the Unit's baseline condition before the Tenants moved in, such as photographs or an inspection report. As such, I am unable to determine the Unit's pre-tenancy condition and establish what, if any, damages the Tenants caused. The Landlord's remaining compensation claims are denied.

**B. Have the Tenants established claims against the Landlord for a return of utility expenses?**

- [41] The Tenants stated that they are seeking \$695.00 in compensation because they incurred additional electricity costs for using a heat pump that the Landlord installed. They stated they were also seeking \$1,440.00 in compensation for oil that was an included service, but they were not allowed to use.
- [42] The Tenants stated that the heat pump was installed in October 2023. The Tenants stated that the Landlord told them they were not allowed to use the oil furnace and were only allowed to use the heat pump. The Tenants submitted a text message from the Landlord dated March 17 (no year noted) which stated, "*The furnace should only have to be used when it is extremely cold, like below -25, we were told.*"
- [43] The Tenants stated that they used the heat pump from November 2023 to April 2024, then resumed using the furnace for heat. The Tenants stated that they are seeking compensation for the extra electricity the heat pump used, as electricity was not included in the tenancy agreement. The Tenants submitted copies of their electricity bills into evidence.
- [44] The Tenants stated that oil was an included service in the tenancy agreement. They stated that the tenancy was devalued by \$240.00 per month for the six months during which they were not allowed to use the oil heat, totalling \$1,440.00. They stated they are claiming \$240.00 per month because, when they signed the tenancy agreement, they had the choice of \$975.00 unheated or \$1,215.00 heated, a difference of \$240.00 per month.
- [45] The Tenants stated that the oil heat was still on in the background while the heat pump was in use and that oil was used to heat the Unit's water.
- [46] The Landlord denied telling the Tenants they could not use the furnace. The Landlord stated that she understood heat pumps are good as long as it is not colder than -25C, and below that temperature, the furnace may have to be used. The Landlord stated that the Tenants used the furnace anyway, despite what they stated the Landlord had told them. She stated the Unit's oil bills were still high during that period, as shown by the Landlord's submitted oil bills during those months.
- [47] The Landlord stated that the Tenants are claiming both the oil not used and the electrical costs for the same period, which constitutes double compensation. She stated that electricity costs have increased, so without a separate meter for the heat pump, the Tenants cannot determine how much electricity the heat pump has used.
- [48] Clause 85(1)(d) of the Act states:
- (1) After hearing an application, the Director may make an order  
(d) requiring a landlord to compensate a tenant or a tenant to compensate a landlord for loss suffered or expense incurred as a result of a contravention of this Act or the tenancy agreement.
- [49] I find that the Tenants have not established their compensation claims.
- [50] I find that the Tenants have provided insufficient evidence to establish that the Landlord gave the Tenants no other option but to use the heat pump for heat after it was installed in October 2023. I note that the Tenants did submit a message from the Landlord stating that "*The furnace should only have to be used when it is extremely cold, like below -25,*" however, this message is dated March 17, and no year is noted in the message.
- [51] Based on the context of the messages before and after this message, it appears this message was sent in March 2024, several months after the heat pump was installed and one month before the Tenants stopped using it.

- [52] The Tenants stated that the furnace oil heat was on in the background while they used the heat pump, and that the oil heated the hot water. However, the Tenants have provided insufficient evidence to establish how much oil was consumed for background heating or hot water during this period.
- [53] I agree that the Tenants' electricity bills show increased electricity usage during the period claimed. However, I note that the heat pump is not on a separate meter, and there is insufficient evidence to determine how much electricity use was attributable solely to the heat pump during this period.
- [54] I note that the Tenants could have filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office at the time this issue arose for a determination regarding this matter. However, the Tenants waited over a year to file the Tenant Application and did not file until after they moved out of the Unit. If the Tenants had applied to the Rental Office when this issue arose, it could have helped mitigate their claims and resolved this matter earlier.
- [55] In Order LR25-32, the Commission noted that tenants have a general duty to mitigate their losses once they become aware of a possible breach of the Act. The Commission stated:

*31...The Tenants' evidence is that they only realized that the rent increase in 2019 was unlawful when they were on the Rental Office's website in May 2024. Despite realizing this in May, the Tenants did not bring an application to the Rental Office until December 2024, after already moving out of the Rental Unit. In the Commission's opinion, the Tenants had a general duty to mitigate their losses once they became aware that they had been subject to an unlawful increase. However, in this case, the Tenants testified that they knew they were going to be moving, so they chose not to raise the issue until they moved out of the Rental Unit to avoid an uncomfortable situation until they left.*

## CONCLUSION

- [56] I find that the Landlord has established cleaning and repair claims in the amount of \$990.00.
- [57] The Tenants' compensation claims are denied.
- [58] The Landlord must return the security deposit balance, including interest, to the Tenants in the amount of \$840.77.
- [59] My calculations are as follows:

| Item                                | Amount       |
|-------------------------------------|--------------|
| Cleaning and repairs                | \$550.00     |
| Security deposit                    | (\$1,215.00) |
| Interest (May 1/2014 – Jan. 6/2026) | (\$175.77)   |
| Total                               | (\$840.77)   |

## IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$990.00 of the security deposit.
2. The Landlord must return the security deposit balance of \$840.77 to the Tenants by February 9, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 6th day of January, 2026.

(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.