

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 seeks to keep the Tenant's security deposit plus additional compensation for damage and cleaning, in the total amount of \$3,829.50.

DISPOSITION

- [3] I find that the Landlord has established claims in the amount of \$2,478.32 and the Landlord will keep the Tenant's security deposit. The Landlord's other claims are denied.

BACKGROUND

- [4] The Unit is a three-bedroom, two-and-a-half-bathroom townhouse located in a six-unit building (the "Residential Property") that the Landlord has owned since it was built during the summer of 2021.
- [5] On September 17, 2024 the Landlord, the Tenant and another tenant entered into a written, fixed-term tenancy agreement from October 1, 2024 to September 30, 2025 (the "Tenancy Agreement"). The Tenant paid the Landlord a security deposit of \$2,400.00 on September 16, 2024. Rent in the amount of \$2,400.00 was due on the first day of the month.
- [6] By September 30, 2025, the end of the fixed-term, the Tenant and all other occupants had moved out of the Unit.
- [7] On October 15, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenant's security deposit plus additional compensation.
- [8] On December 2, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for January 13, 2026.
- [9] On January 6, 2026 the Rental Office provided the parties with an evidence package containing a 61-page PDF and two Tenant videos (the "EP").
- [10] On January 13, 2026 the Landlord's two representatives (the "Representatives") and the Tenant participated in the telephone hearing. The parties stated that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Has the Landlord established compensation claims for damage and cleaning?

ANALYSIS

- [11] The Tenant admitted responsibility for the Landlord's claims for: (1) smoking remediation, in the amount of \$900.00 plus HST (\$1,035.00); and (2) dog related damage, in the amount of \$1,050.00 plus HST (\$1,207.50). The Tenant disputed the Landlord's other claims.

- [12] Clause 39(2)(a) of the *Act* provides the damage and cleanliness standard 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...

Quartz Countertop Chip Repair

- [13] The Landlord claims \$402.50 for two quartz countertop chip repairs in the kitchen.
- [14] The Tenant stated that the chip damage by the sink (EP49, top photograph) was caused by the Tenant. The Tenant does not know what caused the other chip damage (EP33) or whether it was present at the beginning of the tenancy.
- [15] The Landlord did not complete a written move-in inspection report, which was required by section 18 of the *Act*. The Landlord also did not provide photographs of the Unit taken around the beginning of the tenancy.
- [16] Based upon the evidence presented, I am only satisfied that the Tenant is responsible for one of the chips. I do not know what caused the second chip damage and I do not have objective evidence regarding the Unit's initial condition. As a result, the evidence only establishes a chip damage claim for half of the total, in the amount of \$201.25.

Fire Alarm Replacement

- [17] The Landlord claims \$69.00 for replacing two fire alarms.
- [18] The Tenant stated that two fire alarms were removed because they were faulty and were constantly beeping. The Tenant stated that the fire alarms were left in the Unit at the end of the tenancy. I note that the Tenant should have reported this issue to the Landlord, which did not occur during the tenancy.
- [19] However, I am not satisfied that the Landlord is entitled to compensation because I have insufficient evidence that the two fire alarms were properly working. I find that this claim is denied.

Ceiling and Wall Damage

- [20] The Landlord claims \$747.50 for wall and ceiling damage for the two guest bedrooms upstairs and the main floor living room. The Landlord provided photographs showing damaged areas.
- [21] The Tenant does not know what caused the ceiling damage (EP44; bottom photograph) or whether it existed at the beginning of the tenancy. The Tenant provided evidence that other painting damage may have been caused by normal usage of the Unit, which amounts to reasonable wear and tear.
- [22] Based upon the evidence presented, I am not satisfied that the Tenant is responsible for ceiling or wall damage beyond reasonable wear and tear.

Cleaning

- [23] The Landlord claims \$368.00 for having a company clean the Unit.

- [24] The Landlord submitted into evidence photographs of the Unit that the Representatives took on October 2, 2025 showing specific areas of the Unit in an unclean condition. The photographs also show uncleanliness near a clothes washer/dryer, particularly the hose connection area near the wall.
- [25] Clauses 15.a., b. and c. of the Tenancy Agreement state:
- "Pet is limited to this building; renter can keep pets with a written permission from the landlord.*
- Any added pets should be notified to the landlord before moving in. A written agreement from the landlord should be given to the tenants (by mail or email).*
- Pets should be listed in along with the application form or emails, any pets without notice to the landlord shall NOT be kept in the unit."*
- [26] The parties' evidence establishes that the Tenant permitted a bird in the Unit without the Landlord's permission. The Landlord's evidence establishes that there were some areas of the Unit that required cleaning because of bird poop. The Landlord's photographs also establish that there was some dog hair that remained in the Unit.
- [27] However, the Tenant submitted two videos of the Unit that were taken around the end of September 2025 which show large portions of the Unit in reasonably clean or better condition.
- [28] The Tenant also provided evidence that some unclean areas were caused by issues that existed at the beginning of the tenancy. The Tenant stated that the sink shown in the Landlord's photograph (EP46) did not drain properly, which is the reason dirt remained in the sink. The Tenant stated that the uncleanliness shown near the clothes washer/dryer hose hookup (EP44) was caused by a loose hose connection when the washer and dryer were used at the beginning of the tenancy.
- [29] The Landlord did not complete a move-in inspection report, which was required by section 18 of the Act. The Landlord also did not provide photographs of the Unit from the beginning of the tenancy. It is unclear whether some uncleanliness, such as that shown in the photograph at EP 35, existed at the beginning of the tenancy because I do not have photographs of this area at that time.
- [30] For these reasons, the evidence establishes that there were specific areas of the Unit that were not reasonably clean. However, the evidence does not establish that the Unit was generally unclean in a manner supporting a \$368.00 claim.
- [31] I also note that the Tenant was not responsible for bringing the Unit to a higher cleanliness standard, such as move-in ready condition for the next occupant or professionally cleaned. The Tenant was only responsible for the Unit being reasonably clean under clause 39(2)(a).
- [32] I find that a small portion of the cleaning claim is supported. The Landlord will keep the Tenant's security deposit balance, in the amount of \$34.57, for cleaning the Unit.

CONCLUSION

- [33] The Landlord will keep the Tenant's security for smoking remediation (\$1,035.00), dog related damage (\$1,207.50), countertop chip repair (\$201.25) and cleaning (\$34.57), in the total amount of \$2,478.32.
- [34] The Landlord's other claims are denied. The Landlord will keep the Tenant's security deposit, including interest.

Mandatory Tenancy Agreement Information

[35] Sections 10 and 11 of the Act set out the required content of tenancy agreements.

[36] In particular, subsection 11(2) states:

The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes

- (a) the provisions set out in Division 4;*
- (b) the correct legal names of the landlord and tenant;*
- (c) the address of the rental unit;*
- (d) the date the tenancy agreement is entered into;*
- (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
- (f) the services and facilities included in the rent;*
- (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
- (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
- (i) the agreed terms in respect of*
 - (i) the date on which the tenancy starts,*
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) the amount of rent payable for a specified period,*
 - (v) the day on which the rent is due and the frequency of payment, and*
 - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.*

[37] The *Standard Form of **Rental** Agreement* was a form used under the former rental legislation, the *Rental of Residential Property Act*.

[38] The Landlord must ensure that it uses a form that complies with the *Residential Tenancy Act*, such as the *Standard Form of **Tenancy** Agreement*, which is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,478.32.

DATED at Charlottetown, Prince Edward Island, this 14th day of January, 2026.

(sgd.) Andrew Cudmore

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.