

INTRODUCTION

- [1] This decision determines two applications filed by the Landlord and the Tenants 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 part of the Tenants' security deposit, in the amount of \$1,036.50.
- [3] The Tenants dispute the Landlord's claims against the security deposit and seek compensation against the Landlord in the amount of \$150.00.

DISPOSITION

- [4] The Landlord has established a valid claim in the amount of \$430.10. The Landlord will keep \$430.10 from the Tenants' security deposit. The Landlord will return the remaining balance, including interest, to the Tenants in the amount of \$708.97 by the timeline below.
- [5] The Tenants' compensation claim is denied.

BACKGROUND

- [6] The Unit is a single-room with shared facilities in a six-bedroom, one-and-a-half-bathroom building (the "Residential Property") owned by the Landlord.
- [7] On September 1, 2024 the Tenants moved into the Unit.
- [8] On September 26, 2024 the parties signed a written, fixed-term tenancy agreement from September 1, 2024 to August 31, 2025 (the "Tenancy Agreement"). Rent in the amount of \$1,100.00 was due on the first day of the month. A \$1,100.00 security deposit was paid at the beginning of the tenancy.
- [9] On September 1, 2025 the Tenants vacated the Unit and the tenancy ended by mutual agreement.
- [10] On September 15, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") seeking to keep a portion of the Tenants' security deposit. The Landlord Application was emailed to the Tenants.
- [11] On September 16, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") seeking return of the security deposit and compensation against the Landlord. The Tenant Application was emailed to the Landlord. The Tenant Application was amended on November 14, 2025 and emailed to the Landlord.
- [12] Collectively, the Landlord Application and the Tenant Application are referred to as the "Applications."
- [13] On November 14, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 6, 2026.
- [14] On December 16, 2025 the Rental Office emailed the parties a 40-page PDF evidence package.
- [15] On January 5, 2026 the Tenants submitted three emails and seven photographs as additional evidence. The additional evidence was forwarded to the Landlord.

- [16] On January 6, 2026 the Landlord and the Tenants joined the teleconference hearing for determination of the Applications. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUES

- A. Has the Landlord established claims against the Tenants to justify keeping a portion of the security deposit?
- B. Have the Tenants established a claim against the Landlord for compensation?

ANALYSIS

Issue A.

- [17] The Landlord has the onus to prove his claims against the Tenants on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.
- [18] For the reasons below, I find that the Landlord's evidence establishes part of his claims, in the total amount of \$430.10. The Landlord can keep \$430.10 from the Tenants' security deposit and must return the remaining security deposit balance, including interest.
- [19] The Landlord seeks to keep \$1,036.50 from the Tenants' security deposit, which is calculated as follows:

Item	Amount
Replace mattress & box spring	\$747.50
Cockroach remediation	\$214.00
Cleaning (\$25.00/hr. x 3 hours)	\$75.00
Total	\$1,036.50

The Mattress & Box Spring

- [20] The evidence presented establishes that the mattress and box spring were included in the tenancy agreement.
- [21] The Landlord stated that the mattress and box spring were purchased in 2024, at the same time that the Residential Property was being renovated. The Landlord stated that the mattress was stained by the Tenants. The Landlord stated that he contacted Service Master to see if cleaning the mattress was possible. The Landlord stated that Service Master could not guarantee that cleaning the mattress would be effective and would cost approximately \$299.00.
- [22] The Landlord stated that the mattress is currently stored and offered the Tenants the opportunity to take it. The Landlord submitted into evidence a quote from Dow's Mattress Gallery. The quote was for \$748.00 plus HST, totalling \$860.20. The Landlord stated that this was where he purchased this mattress.
- [23] The Tenants stated that the replacement quote is unreasonable because the stain is not significant and could be cleaned. The Tenants stated that at most it should only cost \$400.00 to \$500.00 to replace the mattress.

- [24] I find that the evidence provided establishes that the mattress's condition at the end of the tenancy was not reasonable wear and tear, particularly after one year of use (see clause 39(2)(a) of the Act).
- [25] The evidence presented establishes that the mattress needs to either be cleaned or replaced. Based on the age of the mattress and taking into consideration the betterment principle, I find that the Tenants are responsible for 50% of the replacement cost of the mattress and box spring, totalling \$430.10.

Cockroach Remediation

- [26] The Landlord stated that there were cockroaches in the Unit, which required remediation. The Landlord submitted into evidence an invoice from Abell Pest Control, totalling \$230.00, with the description: "*spraying baseboards for roaches, no warranty.*"
- [27] The Landlord stated that when he inspected the Unit after the tenancy ended, he found left over food in the drawers. The Landlord stated that the Unit is sealed and that the Unit was the only spot in the Residential Property with cockroaches.
- [28] The Tenants disputed the Landlord's evidence. The Tenants stated that they did not see any cockroaches in the Unit throughout the tenancy. The Tenants stated that they noticed cockroaches in the common area bathroom in June 2025. The Tenants stated that the Landlord's cleaner was not properly cleaning the common areas of the Residential Property, which likely caused the cockroach issue.
- [29] I find that the evidence presented does not establish that the Tenants' caused a cockroach infestation in the Unit or the Residential Property.
- [30] The Landlord's evidence provided that he found cockroaches in the Unit. However, the Landlord did not submit any photographs, videos and/or a move-out inspection report to assist in substantiating his claim. Further, the Abell invoice description does not provide sufficient detail regarding the possible source of the cockroach infestation. This claim is denied.

Cleaning

- [31] I find that the parties presented conflicting evidence regarding the condition of the Unit at the end of the tenancy. The Landlord provided a receipt dated September 15, 2025 for the amount of \$62.50 (\$25.00/hr. x 2.5 hours). The receipt stated: "*cleaning of [the Unit] after cockroach spray.*"
- [32] Similarly to the findings above, I find that the Landlord's evidence does not establish that the Tenants' left the Unit in a condition below reasonably clean. Without photographs, videos and/or a move-out inspection report to assist in establishing the condition of the Unit, the Landlord has not satisfied his onus on a balance of probabilities. This claim is denied.

Issue B.

- [33] The Tenants are seeking \$150.00 in compensation against the Landlord for breach of quiet enjoyment.
- [34] The Tenants stated that the Residential Property's fire alarm continuously beeped. The Tenants stated that the Landlord checked the fire alarm but never fixed the issue. The Tenants stated that they unplugged the fire alarm in an attempt to stop the beeping.
- [35] The Landlord stated that the fire alarm needed a battery change, which he provided the Tenants. The Landlord stated that he talked to his electrician about the fire alarm.

[36] The evidence presented does not establish that the Landlord breached the Tenants' quiet enjoyment. The Tenants' evidence does not establish that the Landlord ignored the Tenants' complaints. The evidence establishes that the Landlord inspected the issue, spoke with a professional and provided the Tenants with batteries, which was a likely solution. The claim is denied.

Tenancy Agreement Content

[37] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.

[38] Subsections 11(1) and (2) of the *Act* state:

- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
- (2) *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.*

[39] The Landlord must ensure that all tenancy agreement content complies with the *Act*.

[40] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

Pre-Tenancy & Post-Tenancy Inspection Reports

[41] Further, I find that the Landlord did not complete a pre-tenancy or post-tenancy inspection report. The inspection report is a *Form 5 Landlord Condition Inspection Report* (available on the Rental Office's website).

- [42] 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.

CONCLUSION

- [43] The Landlord Application is allowed in part. The Landlord will keep \$430.10 from the Tenants' security deposit. The Landlord will return the remaining balance, including interest, in the amount of \$708.97 by March 9, 2026.
- [44] The Tenant Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$430.10 from the Tenants' security deposit.
2. The Landlord will return the remaining balance, including interest, to the Tenants, in the amount of \$708.97 by March 9, 2026.

DATED at Charlottetown, Prince Edward Island, this 9th day of February, 2026.

(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.