

## INTRODUCTION

- [1] This decision determines an application filed by the Landlords with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlords seek to keep the Tenant's security deposit plus additional compensation for rent owing, repairs for damage and cleaning, in the total amount of \$2,452.32.

## DISPOSITION

- [3] I find that the Landlords have established claims in the total amount of \$2,452.32.
- [4] The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$1,025.89. The Tenant will also pay the Landlords additional compensation in the amount of \$1,426.43 by the timeline below.

## BACKGROUND

- [5] The Unit is a two-bedroom, two-bathroom rental unit in a four-unit building the Landlords have owned since January 1, 2025.
- [6] On January 19, 2025 the parties entered into a written, fixed-term tenancy agreement from February 1, 2025 to February 1, 2026. Rent in the amount of \$2,000.00 was due on the first day of the month.
- [7] On February 1, 2025 the Tenant moved into the Unit and paid a \$1,000.00 security deposit.
- [8] On October 1, 2025 the Tenant vacated the Unit and the tenancy ended by mutual agreement.
- [9] On October 2, 2025 the Landlords completed a *Form 5 Landlord Condition Inspection Report* alone.
- [10] On Saturday, October 11, 2025 the Landlords emailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking to keep the security deposit and additional compensation.
- [11] On October 14, 2025 the Application was considered filed with the Rental Office.
- [12] On November 19, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 8, 2026.
- [13] On December 17, 2025 the Rental Office emailed the parties a TitanFile link to a 136-page PDF and 1-video-recording evidence package.
- [14] On January 7, 2026 the Rental Office emailed the parties a reminder of the teleconference hearing.
- [15] On January 8, 2026 the Landlords joined the teleconference hearing for determination of the Application. I telephoned the Tenant but I received no response. The hearing proceeded ten minutes after the scheduled time in the Tenant's absence. The Landlords confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Tenant did not submit any evidence.

## ISSUE

- A. Have the Landlords established rent owing, damage and cleaning claims against the Tenant?

## ANALYSIS

- [16] The Landlords have the onus to prove their claims against the Tenant 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.
- [17] The Landlords are seeking rent owing for September 2025, repairs for damage and cleaning costs, in the total amount of \$2,452.32.

### Rent owing

- [18] Subsection 19(1) of the *Act* requires a tenant to pay rent when it is due. The evidence provided establishes that September's rent was \$2,000.00 and was due on or before September 1, 2025.
- [19] The Landlords' evidence establishes that the Tenant only paid \$700.00 in September 2025, leaving a remaining balance of \$1,300.00 in arrears.
- [20] The evidence establishes that the Tenant vacated the Unit on October 1, 2025 without paying the rent owing for September 2025. I find that the Landlords have established their rent owing claim, in the amount of \$1,300.00.

### Damage & Cleaning

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

- [22] The Unit was new at the beginning of the tenancy and the Tenant was the first occupant. The Landlords provided photographs of the Unit at the end of the tenancy showing the Unit in an unsanitary and damaged condition, substantially below reasonably clean and damage beyond reasonable wear and tear.
- [23] The Landlords' evidence shows damage to the window screens, walls, floors, ceiling, weatherstripping on the doors, countertops, and patio deck. The evidence further shows the Unit unclean with unsorted waste. The Landlords submitted receipts for the materials purchased. The labour was completed by the Landlords.
- [24] The Landlords stated that it cost \$862.88 (\$462.88 in materials + \$400.00 in labour) to repair the damage, plus \$89.44 (\$49.44 for material + \$40.00 in labour) to repair and replace the window screens. The Landlords stated the work was completed over ten hours at a reduced hourly rate of \$40.00 per hour. The cleaning cost \$200.00, which was completed over eight hours at \$25.00 per hour.
- [25] The Landlords' total damage and cleaning claim totals \$1,152.32 (\$862.88 + \$89.44 + \$200.00).
- [26] I find that the Landlords' damage and cleaning claims are supported by the evidence.

## CONCLUSION

- [27] The Landlords have established claims for rent owing, in the amount of \$1,300.00. The Landlords have established claims for damage and cleaning, in the amount of \$1,152.32. These established claims total \$2,452.32.

[28] The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$1,025.89. The Tenant will also pay the Landlords additional compensation in the amount of \$1,426.43 by the timeline below. The Application is allowed.

**IT IS THEREFORE ORDERED THAT**

1. The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$1,025.89.
2. The Tenant will also pay the Landlords additional compensation in the amount of \$1,426.43 by March 9, 2026.

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

(sgd.) Cody Burke

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**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.