

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord seeks to keep the Tenant’s security deposit plus additional compensation for repairs and cleaning, in the total amount of \$1,642.12.

DISPOSITION

- [3] The Landlord’s claims are not supported by the evidence. The Landlord must return the Tenant’s security deposit, including interest, in the amount of \$1,374.65 by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-and-a-half-bathroom apartment in an 18-unit building (the “Residential Property”) owned by the Landlord since April 2025.
- [5] In August 2021 the Tenant and the former owner entered into a written, fixed-term tenancy agreement from September 1, 2021 to August 31, 2022. At the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of \$1,314.25 was due on the first day of the month. A \$1,275.00 security deposit was paid at the beginning of the tenancy.
- [6] The Landlord purchased the Residential Property in April 2025 and the tenancy continued.
- [7] On May 19, 2025 the Tenant vacated the Unit. However, the tenancy ended on May 31, 2025.
- [8] On May 30, 2025 the Landlord’s representative (the “Representative”) filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the Tenant’s security deposit and additional compensation. On June 3, 2025 the Application was served to the Tenant by email.
- [9] On June 18, 2025 the Application was amended. On June 19, 2025 the amended Application was served to the Tenant by email.
- [10] On October 14, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for November 20, 2025.
- [11] On November 7, 2025 the Rental Office emailed the parties a TitanFile link to a 145-page PDF and 1-video evidence package.
- [12] On November 20, 2025 the teleconference hearing was adjourned.
- [13] On December 9, 2025 the Rental Office emailed the parties a new notice of teleconference hearing scheduled for January 20, 2026.
- [14] On December 10, 2025 the Rental Office emailed the parties a 5-page PDF supplementary evidence package.
- [15] Prior to the start of the hearing the Tenant submitted 10-pages of additional evidence, which was forwarded to the Landlord.

- [16] On January 20, 2026 the Representative, the interpreter, the Tenant and the Tenant's two witnesses ("TW1" and "TW2") joined the hearing for determination of the Application. The parties confirmed that they received the evidence package, supplementary evidence and additional evidence. The Representative stated that 1-page was missing from the evidence. The 1-page was provided to the Rental Office and forwarded to the Tenant.

ISSUE

- A. Has the Landlord established repairs and cleaning claims against the Tenant?

ANALYSIS

- [17] The Landlord has the onus to prove its claim against the Tenant on the civil standard of 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] The Landlord is seeking repair and cleaning claims against the Tenant, in the total amount of \$1,642.12.

Repairs & Cleaning

Summary of the Evidence

- [19] The Landlord's evidence was presented by the Representative.
- [20] The Landlord's evidence included invoices and receipts, email correspondence between the Representative and the Tenant, and photographs of the Unit.
- [21] The Representative stated that on May 19, 2025 a move-out inspection was completed at the Unit with the Tenant. On May 21, 2025 the Representative emailed the Tenant a list of cleaning and repair requirements. The Representative stated that the Unit was not reasonably clean and was damaged beyond reasonable wear and tear.
- [22] The Landlord provided quotes for the cleaning and repairs into evidence. However, the actual costs were lower than the quoted amounts. The Representative stated that the Unit's walls had wax stains, paint damage, and required painting. The Representative stated that there were light fixtures missing and damage to the patio screen, and the Unit required cleaning.
- [23] The Representative stated that the cost to clean the Unit was \$300.00. The cost to repaint the Unit was \$740.00. The cost to replace the light fixture was \$425.49. The Landlord also provided receipts for materials for various nominal amounts.
- [24] The Representative stated that TW1 has conflict with the Landlord and questioned TW1's credibility.
- [25] The Landlord's supplementary evidence included a written submission by the Representative and the new tenants of the Unit, responding to the Tenant's additional evidence.
- [26] The Tenant's evidence was presented by the Tenant, TW1 and TW2.
- [27] The Tenant's evidence included the tenancy agreement, a move-in video-recording, move-out photographs of the Unit, and witness testimonies.
- [28] The Tenant's evidence also included a timeline of the reported damaged to the former owner and the property manager, which is also TW1.

- [29] The Tenant stated that the alleged damage is mainly reasonable wear and tear after a 4-year tenancy. The Tenant stated the light fixture damage was accidentally caused by the former roommate. The Tenant stated that the former landlord was advised of the damage in 2024, yet the former landlord did not repair the light fixture.
- [30] The Tenant stated that she spackled and sanded any minor nail holes and scratches.
- [31] TW1 stated that she was the former owner's property manager for six years.
- [32] TW1 supported the Tenant's evidence and submissions. TW1 stated that the Unit was not painted and that the former tenant caused the wax damage to the wall. TW1 stated that the former owner did not spend a lot of money on repairs, and that the damage to the light fixture was not the Tenant's fault.
- [33] TW1 stated that she took the photographs of the Unit after the end of the tenancy, which are included in the Tenant's additional evidence.
- [34] The Tenant stated that the Unit was reasonably cleaned at the end of the tenancy by the Tenant and TW2. The Tenant stated the appliances were recleaned at the Representative's request.
- [35] TW2 stated that she helped the Tenant clean and repair the Unit's walls.

Determination

- [36] 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...*
- [37] I find that the Landlord's evidence is insufficient in establishing its claims of repair and cleaning against the Tenant. The Landlord's evidence does not establish that the Tenant caused undue damage to the Unit. I find that the damaged established in the evidence is reasonable wear and tear over the 4-year long tenancy. I further find that the Landlord's evidence does not establish that the Unit was below the standard of reasonably clean.
- [38] I find that the Tenant's evidence establishes the condition of the Unit at the beginning of the tenancy, the repair issues throughout the tenancy and the condition of the Unit at the end of the tenancy. TW1's evidence corroborates and provides context to the damages and lack of repairs completed throughout the tenancy. Despite the Landlord's evidence, I find that TW1 provided credible and honest evidence.
- [39] The Landlord's evidence does not establish its claims, on a balance of probabilities, to keep the Tenant's security deposit. Therefore, the claims are denied and the Application is denied.
- [40] The Landlord must return the Tenant's full security deposit, including interest, in the amount of \$1,374.65 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord must return the Tenant's security deposit, including interest, in the amount of \$1,374.65 by April 2, 2026.

DATED at Charlottetown, Prince Edward Island, this 4th day of March, 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.