

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 an order against the Tenants to keep their security deposit, plus additional compensation, for rent owing, cleaning and damage in the total amount of \$8,212.25.

DISPOSITION

- [3] I find that the Landlord has established claims in the total amount of \$4,861.42.
- [4] The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$2,583.22. The Tenants will pay the Landlord additional compensation, in the amount of \$2,278.20, by the timeline below.

BACKGROUND

- [5] The Unit is a four-bedroom, two-bathroom, three-level single family home that the Landlord has owned since October of 2024. The Unit is approximately 25 years old.
- [6] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from November 15, 2024 to November 15, 2025 (the "Tenancy Agreement"). A security deposit of \$2,500.00 was paid on November 25, 2024. Rent in the amount of \$2,500.00 was due on the first day of the month. The Tenants were also responsible for a \$100.00 monthly furnace oil charge.
- [7] On September 6, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of October 16, 2025 for non-payment of rent, in the amount of \$2,600.00.
- [8] On October 31, 2025 the Tenants served the Landlord with a *Form 3 Tenant Notice of Termination* with an effective date of November 15, 2025.
- [9] On November 8, 2025 the Tenants returned the Unit's keys to the Landlord's representative ("LA") and completed a move-out inspection.
- [10] On November 24, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office claiming for rent owing, cleaning and damage.
- [11] On February 5, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for March 19, 2026.
- [12] On March 9, 2026 the Rental Office sent the parties a 60-page PDF evidence package.
- [13] On March 19, 2026 the Landlord and one of the Tenants (the "Tenant"), representing the Tenants, joined the teleconference hearing for determination of the Application. The parties confirmed that all documents submitted to the Rental Office were included in the evidence package.

ISSUE

- A. Must the Tenants compensate the Landlord for rent owing, cleaning and damage?

ANALYSIS**Rent**

- [14] The Tenants acknowledge that they must pay the Landlord the following rent:
- Partial September 2025 rent - \$1,350.00
 - October 2025 rent - \$2,600.00
 - November 1 to 8, 2025 rent - \$666.67 (8 days divided by 30 days multiplied by \$2,500.00)
- [15] The parties dispute whether the Tenants owe rent from November 9 to 30, 2025.
- [16] In this case, the Landlord served the Tenants with the Notice on September 6, 2025 for non-payment of rent in the amount of \$2,600.00. The Tenants did not pay all of the outstanding rent within ten days and therefore the Notice was not invalidated under clause 60(4)(a). The Tenants did not file an application with the Rental Office disputing the Notice under clause 60(4)(b) and therefore the Tenants are deemed to have accepted that the tenancy would end under subsection 60(5). At the hearing the Landlord acknowledged that the Notice was still active at the time the Tenants moved out of the Unit and the Notice could have been used if the Tenants did not leave.
- [17] In these circumstances, the Tenants were only responsible for rent while they had use and occupation of the Unit in accordance with subsection 74(1) of the *Act*. As a result, the Tenants were only responsible for rent up to November 8, 2025 when the Tenants gave up possession of the Unit and provided the Unit's keys to LA.
- [18] For these reasons, I find that the Tenants are only responsible for rent up to November 8, 2025, in the amount of \$4,616.67 (\$1,350.00 plus \$2,600.00 plus \$666.67).

Carpet Cleaning

- [19] Clause 39(2)(a) of the *Act* sets out the cleanliness and damage standards 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...*
- [20] The Landlord claims \$215.10 for cleaning the Unit's carpets.
- [21] The Landlord submitted into evidence LA's March 1, 2025 email regarding the Unit's initial condition, a photograph showing one of the carpets, a work order dated November 18, 2025 and proof of payment.
- [22] The Landlord acknowledged that a written move-in inspection report was not completed at the beginning of the tenancy. The Landlord stated that LA arranged for the Tenants' move-in at the beginning of the tenancy.
- [23] The Tenants deny responsibility for the Landlord's carpet cleaning cost. The Tenant stated that the carpets were dusty when they moved in. The Tenant stated that there were various bugs in the Unit and sometimes they were killed while crossing the carpets.
- [24] I find that there is insufficient evidence to support the carpet cleaning claim because I do not have objective evidence (photographs, videos, move-in inspection report, etc.) showing the carpet's condition at the beginning of the tenancy.

Window Repair

- [25] The Landlord claims \$531.29 for repairing a window beside the Unit's front porch.
- [26] The Landlord was unsure of the exact cause of the window damage.
- [27] The Tenant stated that they do not know what caused the window damage. The Tenant stated that there were pre-existing problems with the window's springs. The Tenant stated that there was a wind storm in September 2025 where the window broke in the early hours of the morning. The Tenants were upstairs when they heard the sound of the window breaking and then went downstairs and found the broken window.
- [28] In order for the Tenants to be responsible for the window damage it must be established that a wilful or negligent act by the Tenants caused the damage. In this case there is insufficient evidence that the Tenants engaged in a wilful or negligent act regarding the window damage.

Garage Nail/Glass Removal

- [29] The Tenants agree that they are responsible for the \$70.00 garage nail/glass removal cost.

Wall Repair

- [30] The Landlord claims \$261.63 (3.5 hours of labour) for repairing the wall below a window of a third-floor bedroom that was damaged by moisture build-up.
- [31] The Landlord stated that the Unit has a tight envelope and it is necessary for the Unit's air-exchanger to be operating to prevent moisture accumulation. The air exchanger is located in the basement.
- [32] The Landlord acknowledged that the Tenants were not informed of the air exchanger when they moved into the Unit. The Landlord argued that the Tenants should have informed the Landlord earlier of the moisture problem.
- [33] The Tenant stated that they are from the Bahamas and the Landlord did not inform them of the air exchanger and its importance. The Tenant does not know whether the air exchanger was turned on when the Tenants moved in. The Tenant was unsure whether the air exchanger was in the Unit's basement or in the living room.
- [34] The Tenants noticed moisture accumulation about a month after they moved into the Unit, around mid-December of 2025. The Tenants wiped down surfaces to address the moisture. On January 14, 2026 the Tenants contacted the Landlord regarding the moisture problem. The Landlord had a maintenance person attend the Unit and turn on the air exchanger by January 18, 2026.
- [35] Based upon the evidence presented, I am not satisfied that the Tenants engaged in a wilful or negligent act regarding the moisture damage. I note that the Landlord had the right to inspect the Unit in accordance with section 23 of the *Act*. Had such an inspection been completed early in the tenancy, then the damage could have been avoided. The importance of the air exchanger could also have been addressed as an additional term in the written Tenancy Agreement, which is silent on the air exchanger.
- [36] The Tenants were not informed of the air exchanger's presence or importance. The evidence presented establishes that the Tenants contacted the Landlord about a month after noticing the moisture problem and the Tenants made some efforts in the meantime to address the moisture. I find that the Tenants engaged in sufficiently reasonable efforts and therefore this claim has not been established.

Door Repair

- [37] The Landlord claims \$361.63 for a damaged door. This includes \$100.00 for the door and 3.5 hours of labour (\$227.50 plus HST).
- [38] The Landlord submitted into evidence a photograph of the door. The Landlord also submitted an invoice which covers various repair work, in the total amount of \$945.86. The invoice does not provide a specific breakdown for the materials or the labour associated with each repair.
- [39] The Tenants acknowledge that a family member damaged the door. The Tenant stated that the cost should be \$174.75, being \$100.00 for the door and one hour of labour (\$65.00 plus HST).
- [40] The parties agree on the \$100.00 materials cost.
- [41] The parties provided conflicting evidence regarding the door repair cost. In the absence of a specific breakdown in the invoice showing the labour attributed to the door repair, I find that one hour of labour is a reasonable amount of time for this work.
- [42] This claim is allowed in part, in the amount of \$174.75.

CONCLUSION

- [43] The Landlord has established a total claim of \$4,861.42, calculated as follows:

Claim	Amount
Rent	\$4,616.67
Garage nail/glass removal	\$70.00
Door repair	\$174.75
Total	\$4,861.42

- [44] The Landlord will keep the Tenants' security deposit, including interest (\$83.22), in the amount of \$2,583.22. The Tenants must pay the Landlord additional compensation of \$2,278.20, by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$2,583.22.
2. The Tenants must pay the Landlord additional compensation in the amount of \$2,278.20 by April 20, 2026.

DATED at Charlottetown, Prince Edward Island, this 20th day of March, 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.