

**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 Landlords seek to keep the Tenants' security deposit plus additional compensation for utilities, cleaning and damage, in the total amount of \$4,244.75.

**DISPOSITION**

- [3] I find that the Landlords' security deposit and additional compensation claims are denied.
- [4] The Landlords must pay the Tenants the security deposit, plus interest under subsection 14(9) of the *Act*, in the total amount of \$2,804.95, by the timeline below.

**BACKGROUND**

- [5] The Unit is a five-bedroom, three-bathroom, two-level unit that was built around 2013. The Landlords have owned the Unit since December of 2018. The Landlords moved into the Unit after it was purchased and lived there until 2022. The Unit is part of a side-by-side duplex and the other side has separate ownership.
- [6] The parties entered into a first written, fixed-term tenancy agreement that started on April 1, 2022 which was renewed yearly. On March 1, 2022 a \$2,600.00 security deposit was paid through separate payments of \$2,500.00 and \$100.00.
- [7] On January 26, 2025 the parties entered into a final written, fixed-term tenancy agreement from April 1, 2025 to April 1, 2026 (the "Tenancy Agreement"). Rent in the amount of \$2,742.00 was due on the first day of the month.
- [8] The Landlords and the Tenants were involved in an earlier Rental Office dispute. Order LD25-385 was issued on October 27, 2025 which ended the Tenancy Agreement effective October 31, 2025. The Tenants were also awarded compensation in the amount of \$1,886.28.
- [9] On October 31, 2025 the tenancy ended.
- [10] On November 1, 2025 the parties completed a move-out inspection.
- [11] On November 10, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit for utilities, cleaning and damage.
- [12] On November 14, 2025 the Landlords filed an amended *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit plus additional compensation for utilities, cleaning and damage (the "Application").
- [13] On December 9, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for February 26, 2026.
- [14] On February 9, 2026 the Rental Office sent the parties notice of an updated teleconference hearing that remained scheduled for February 26, 2026.
- [15] On February 18, 2026 the Rental Office issued an evidence package containing a 411-page PDF ("EP") and the Landlords' video recordings.

- [16] On February 26, 2026 one of the Landlords (the “Landlord”), representing the Landlords, and the Tenants participated in a teleconference hearing. The parties confirmed receipt of the evidence package and confirmed that all evidence previously submitted to the Rental Office was included.

**ISSUE**

- A. Have the Landlords established claims for utilities, cleaning and damage?

**ANALYSIS**

- [17] At the beginning of the hearing the Landlord withdrew the utilities claim for electricity.
- [18] The Application’s particulars refer to “*lost of income.*” I note that, based upon the determinations made in this decision and Order LD25-385, a claim for lost rental income is not supported.
- [19] Clause 39(2)(a) of the *Act* provides the cleaning 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 Landlords bear the onus to prove their claims against the Tenants on the civil standard of a balance of probabilities.
- [21] For the reasons below, I find that the Landlords’ claims are denied.

**Window Openers**

- [22] The Landlords claim \$600.00 for the replacement of window openers.
- [23] The Landlords’ evidence is summarized as follows. The Unit was built around 2013. The Landlord does not know if the former owner replaced the window openers after the Unit was built. The Landlords did not replace the window openers after purchasing the Unit in 2018. The Landlord stated that there were two students, related to the Landlord, that lived in the Unit’s basement for about a month or two before the Tenants moved in.
- [24] During the November 1, 2025 inspection the Landlords noticed that three basement window openers were not working properly. The interior mechanisms of the window openers do not work properly. The Landlords plan to replace the window openers during the summer when the weather is warmer. The claimed cost is based upon an estimate that the Landlords received from a company. The Landlords did not submit an estimate into evidence.
- [25] The Tenants’ evidence is summarized as follows. The Tenants’ daughters used the basement portion of the Unit. One of the daughters has allergies and kept her window closed because of outdoor allergens. The Tenants and their family did not use the windows. The Tenants used humidifiers for moisture control because the basement was very damp. The Tenants deny breaking the window openers. During the November 1, 2025 property inspection the Landlord opened a window and asked one of the Tenants to close it but the mechanism did not work properly.
- [26] The Tenants stated that the Landlords did not provide receipts or professional quotes for any of their claims.

- [27] I note that the Tenants were not strictly liable for all damage that occurred during the tenancy. The Tenants were not responsible for claims solely because an item was working at the beginning of the tenancy and broken at the end of the tenancy.
- [28] It must be established that a wilful or negligent act of the Tenants or their guests caused the damage.
- [29] In this case it is unclear what caused the window opener damage. Based upon the evidence presented, the window openers may have been about 12 years old at the end of the tenancy.
- [30] As noted above, the Landlords bear the burden to prove their claims. I find that there is insufficient evidence to establish that a wilful or negligent act by the Tenants or their guests damaged the window openers. As a result, this claim is denied.

### **Microwave Replacement**

- [31] The Landlords claim \$362.25 for a replacement microwave.
- [32] The Landlord's evidence is summarized as follows. The Landlords purchased the microwave in February of 2022.
- [33] The Landlords did not check the microwave during the November 1, 2025 move-out inspection. The next day the Landlords noticed that the top part of the microwave was broken. The Landlords paid \$362.25 for a replacement microwave. The Landlords had a family member install the microwave so there was no labour cost.
- [34] The Tenants' evidence is summarized as follows. The microwave was in proper working order when the Tenants moved out of the Unit.
- [35] Based upon the evidence presented, I do not know what caused the damage shown in the Landlords' photographs. I find that there is insufficient evidence to establish that a wilful or negligent act by the Tenants or their guests damaged the microwave. As a result, this claim is denied.

### **Painting**

- [36] The Landlords claim \$1,440.00 for painting three basement rooms.
- [37] The Landlords' evidence is summarized as follows. The basement rooms were painted in February of 2022.
- [38] During the hearing the Landlord reviewed photographs showing some stains, marks and holes on some of the walls at the end of the tenancy.
- [39] The Unit was re-rented and this painting work has not been completed yet. The Landlords plan on completing the painting work in the summer. The Landlord received a quote from a company for this work.
- [40] The Tenants' evidence is summarized as follows. The Tenants dispute the statement in the inspection report that the Tenants painted three basement rooms without consent.
- [41] Near the beginning of the tenancy the Landlord gave the Tenants permission to paint the walls. The Tenants asked the Landlord regarding his thoughts on painting. The Landlord told the Tenants that they could make the Unit their home and paint whatever they wanted because the Tenants were "*paying the mortgage.*"

[42] The Tenants' text-messages with the Landlord on July 14, 2023 refer to painting by the Tenants and the Landlord did not object to the painting work. These messages state in part (EP246 and 247):

Landlord            *"Hello [Tenants], I am around the house and will stop by to see how things are going."*

...

Tenants            *"Just did not want you to be worried by everything pulled out"*

*"Getting ready to paint etc"*

[43] The Tenants installed a shelf in one of the basement bedrooms based upon the Landlord's oral permission. The Tenants would not have installed the shelf if they were not permitted. The Tenants filled up some of the holes before the tenancy ended.

[44] I have reviewed the evidence presented.

[45] The extent of damage that can be considered reasonable wear and tear depends upon the length of a tenancy. The longer a tenancy lasts the more likely damage will be considered reasonable wear and tear.

[46] I find that the stains, marks and holes in the Unit at the end of the tenancy are reasonable wear and tear for a unit that has been rented for three-and-a-half-years. This damage is limited to only a portion of the Unit and the photographs submitted show many undamaged walls at the end of the tenancy. I note that, if the painting work is completed in the summer of 2026, then over four years will have passed between the beginning of the tenancy and the time the repair work is completed. I also note that the Landlords were able to re-rent the Unit before this work was completed. The painting claim is denied.

### **Cleaning**

[47] The Landlords claim \$1,200.00 for cleaning the Unit. This claim is composed of 30 hours of cleaning work at \$35.00 per hour plus \$150.00 for cleaning supplies.

[48] The Landlords' evidence is summarized as follows.

[49] The Landlord reviewed the photographs of the Unit were submitted into evidence. The photographs show specific areas of the Unit including uncleanliness on the bottom of a bathroom toilet, a toothpick on the floor, dust in a bathroom cabinet, uncleanliness behind a toilet, dust behind the fridge, uncleanliness behind the dryer, uncleanliness in part of the dishwasher, a hygiene product on the floor and a dirty light switch. The Landlords' videos also show specific, unclean parts of the Unit, including the exterior siding.

[50] The cleaning work was completed in mid to late November by a cleaner that the Landlord found through a Facebook advertisement.

[51] The Landlord stated that *"The pictures that was provided by the tenant was just where she wanted us to see."*

[52] The Tenants' evidence is summarized as follows. The parties did not complete a written move-in inspection. The Unit was not perfectly clean when the Tenants moved in. There was originally a giant clog in the Unit's tub. There were toenails on the basement floor. There was a dirty pair of jogging pants in the Unit. The basement oven was unclean.

- [53] The Tenants went from August 4 to October 2, 2025 with limited electrical power. The electricity was also off part of October 31, 2025. A couple of days were spent cleaning the Unit. The Tenants cleaned vents, ceiling fans and behind the stove.
- [54] The Tenants acknowledge that they did not clean under or behind the fridge. The Tenants stated that there were a few areas that were missed but the condition was no worse than when the Tenants moved in. The Tenants deny leaving a hygiene product on the Unit's floor. The Tenants deny doing anything that made the Unit's exterior siding dirty.
- [55] The Tenants argue that the Unit was overall reasonably clean. The Tenants stated that: "[The Landlord] is zooming in on some areas that were like that when we moved in. Eighty percent of his photographs I can see were like that when we moved in and I can testify to that cause I lived there for three years."
- [56] I have reviewed the evidence of the parties.
- [57] Under the *Act*, the Tenants were only responsible to leave the Unit in reasonably clean condition. The Tenants were not responsible for a higher level of cleanliness, such as move-in ready for the next occupants or sale-ready condition.
- [58] The Landlords' photographs show very specific areas that were not reasonably clean. The Tenants acknowledged that some areas were not cleaned.
- [59] However, the Tenants submitted into evidence numerous date-stamped photographs showing extensive portions of the Unit in better than reasonably clean condition. I find that these very specific areas of uncleanliness are offset by the extensive portions of the Unit that exceeded the reasonably clean standard required by the *Act*. This offset includes the Landlords' work removing the ripped bag with soil, discussed below under garbage removal.
- [60] Further, there is limited objective evidence showing the cleanliness of these specific unclean areas at the beginning of the tenancy. The Tenants have provided evidence of specific areas that were unclean at the beginning of the tenancy. The Tenants are not responsible for cleaning costs to bring the Unit to a cleaner condition than when they moved into the Unit at the beginning of the tenancy. The reasonably clean standard takes into account the Unit's initial condition.
- [61] The evidence presented does not establish that the exterior siding uncleanliness was caused by the Tenants. In these circumstances, the Landlords would be expected to clean the exterior siding as part of their general maintenance of the Unit.
- [62] For these reasons the Landlords' cleaning claim is denied.

### **Garbage Removal**

- [63] The Landlords claim \$100.00 for garbage removal.
- [64] The Landlord's evidence is summarized as follows. The Tenants left behind white siding which does not belong to the Landlord because the Unit has yellow siding. The Tenants also left behind shingles, a white, plastic pipe and soil on a ripped plastic bag. The rolled, wire fencing shown in the Landlord's evidence was left behind by the former owner, who had a fenced in area for a dog.
- [65] The Landlords rented a U-Haul truck and removed these items themselves. The Landlord stated that the Landlords' claim was a combination of the truck rental cost, the Landlords' time and the Island Waste Management fee.
- [66] The Tenants' evidence is summarized as follows. Except for the gardening soil on the ripped bag, the garbage the Landlord refers to was the Landlords' property, mainly coming from the Unit's

structure. The garbage, which includes flashing and roof shingles, was not the Tenants' personal property. Some of these items had been present since Hurricane Fiona in September of 2022. There was a fire pit at the Unit when the Tenants moved in that remained at the Unit when the Tenants moved out. The Tenants acknowledge that they left behind the gardening soil on the ripped plastic bag.

- [67] I have reviewed the parties' evidence.
- [68] I have already addressed the soil on the plastic bag, above. The Landlords' claim regarding this item was offset by the extensive areas of the Unit that were left in better than reasonably clean condition.
- [69] Based upon the evidence presented, I find that the other garbage items are not the Tenants' personal property. Instead, I find that the white, plastic pipe, the roof shingles, wire fencing and the other garbage items under the deck were formerly part of the Unit or were present when the Tenants moved in. The Landlords are responsible for these items and the garbage removal claim is denied.

### Deck Cleaning

- [70] The Landlords claim \$200.00 for cleaning the Unit's deck.
- [71] The Landlords' evidence is summarized as follows.
- [72] The Landlord was unsure of the deck's age. The deck was part of the Unit when the Landlord purchased the property.
- [73] The Landlord stated that there was mold or some other type of buildup that was shown in the Landlord's photographs (EP24). The photographs also show two other areas of the deck that have some damage (EP18 and 50).
- [74] The Landlord stated that he obtained a quote for the deck work from a colleague who does detailing work. The Landlord stated that the work will be completed in the summer.
- [75] The Tenants' evidence is summarized as follows. There appears to be a burn mark shown in the Landlords' evidence (EP24) was present when the Tenants moved into the Unit. The Tenants referred to a May 20, 2022 date-stamped photograph showing the burn mark at the beginning of the tenancy (EP372). There was dirt and grime on the deck at the beginning of the tenancy (EP373 and 374). The deck is in a similar state of repair as the beginning of the tenancy after considering weathering. The Tenants acknowledge that they had pots on the decks in the areas shown in two of the Landlords' photographs (EP18 and 50) and dirt may have come out the bottom.
- [76] I have reviewed the evidence of the parties.
- [77] Based upon the evidence presented, I find that part of the deck damage claimed by the Landlords is pre-existing damage. The Tenants' date-stamped photograph from May 20, 2022 (EP372), near the beginning of the tenancy, shows the same area that the Landlord claims was damaged by the Tenants (EP24).
- [78] I note that if the Landlords had completed a written move-in inspection report, then this confusion could have been avoided. It can be difficult to recall pre-existing damage three-and-a-half-years later. Although written move-in inspection reports were not mandatory under the former rental legislation, the *Rental of Residential Property Act*, it was a best practice.
- [79] I find that the condition of the deck shown in the Landlords' other photographs is reasonable wear and tear commensurate with a three-and-a-half-year tenancy.

**Pest Control Service**

- [80] The Landlords claim \$258.75 for a pest control service.
- [81] The Landlord's evidence is summarized as follows. The Landlord reviewed photographs showing spiders and other insects in the Unit. The Landlord stated that there were many spiders in the Unit. The Landlords paid a pest control company to complete this work in November.
- [82] The Tenants' evidence is summarized as follows. All houses have spiders at any given time. The Unit had electricity issues for an extended period of time and the Tenants spent limited time in the Unit. The Tenants would have notified the Landlords of an infestation if they had noticed it.
- [83] I note that the Landlords were responsible for the elimination of pests in the Unit. Subsection 28(1) of the *Act* states:

*A landlord shall provide and maintain the residential property in a state of repair that*  
*(a) complies with the health, safety and housing standards required by law; and*  
*(b) having regard to the age, character and location of the rental unit, makes it*  
*suitable for occupation by a tenant.*

- [84] Subsections 9(a) and (c) of the *Public Health Act Rental Accommodation Regulations* (the "*Health Regulations*") provide more detailed requirements, stating as follows:

*The owner of any dwelling shall, when necessary*

*(a) carry out repairs or alterations to such dwelling in order to make it sound, weatherproof, damp-proof, vermin-proof, safe and sanitary in every respect;*

*...*

*(c) take necessary precautions and undertake necessary treatment to prevent or eliminate infestations by cockroaches, bedbugs, fleas, silverfish, weevils, flies, rats, mice and any or all other pests.*

- [85] I find that the Landlords' pest control claim is denied because it was the Landlords' responsibility to address pest problems under the *Act* and the *Health Regulations*.

**CONCLUSION**

- [86] The Landlords' security deposit and additional compensation claims are denied.
- [87] The Landlords must pay the Tenants the security deposit, plus interest under subsection 14(9) of the *Act*, in the total amount of \$2,804.95, by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Landlords must pay the Tenants the security deposit, plus interest, in the total amount of \$2,804.95, by April 27, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 25th day of March, 2026.

(sgd.) Andrew Cudmore

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**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.