

## INTRODUCTION

- [1] This decision determines an application the Landlord filed 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 interest and additional compensation for rent owing, outstanding utility bills, garbage removal, painting, repairs and cleaning, in the total amount of \$6,757.10. The Landlord withdrew his request to dispose of the Tenant's property.

## DISPOSITION

- [3] The Landlord's claims are established, in part, in the total amount of \$6,384.90. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,384.40.
- [4] The Tenant must pay the Landlord the remaining balance, in the amount of \$5,000.50 by the timeline below.

## BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom mini-home, owned by the Landlord since February 2025.
- [6] On April 3, 2025, the parties entered into a written fixed-term tenancy agreement for a term of one year, beginning April 4, 2025 (the "Tenancy Agreement"). Monthly rent in the amount of \$1,350.00, in addition to a lot fee and utilities, was payable on the first day of each month. At the beginning of the tenancy, the Tenant paid the Landlord a security deposit in the amount of \$1,350.00.
- [7] Throughout the tenancy the Landlord served the Tenant with numerous eviction notices for non-payment of rent and repeatedly late rent payments.
- [8] On October 7, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective October 17, 2025 (the "Notice") for non-payment of rent. I note that the effective date is automatically corrected to October 27, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 60(1).
- [9] The Tenant vacated the Unit on or before October 28, 2025.
- [10] On October 31, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to retain the Tenant's security deposit plus interest and additional compensation. The Landlord served the Tenant with the Application by email.
- [11] On December 22, 2025 the Rental Office provided the parties with notice of a teleconference hearing scheduled for February 12, 2026 by email. The Rental Office also contacted the Tenant by telephone and left a voicemail message containing the teleconference details.
- [12] On February 5, 2026 the Rental Office emailed the parties a 94-page PDF evidence package. The Rental Office also contacted the Tenant by telephone and left a voicemail message regarding the evidence package.
- [13] On February 12, 2026 the teleconference hearing was postponed to the following day because of inclement weather closing the Rental Office.
- [14] On February 13, 2026 the Landlord participated in the teleconference hearing. The Tenant did not participate. I attempted to contact the Tenant by telephone but received no response. The hearing proceeded in the Tenant's absence ten minutes after the scheduled start time. The Landlord confirmed that all evidence submitted to the Rental Office was included in the evidence package.

**ISSUE**

- A. Whether the Landlord has established, on a balance of probabilities, entitlement to recover unpaid rent, outstanding utility charges, garbage removal costs, painting, repairs and cleaning costs from the Tenant.

**ANALYSIS & FINDINGS**

- [15] Where a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the Landlord has the onus to prove each of his claims on the civil standard of a balance of probabilities.
- [16] The Landlord is seeking compensation for unpaid rent, unpaid fees, outstanding utility charges, garbage removal, painting, repairs to the flooring and drywall and cleaning, in the total amount of \$6,757.10, calculated as follows:

| Item  | Amount            |
|---|-------------------|
| Pro-rated October 2025 rent                   | \$1,262.90        |
| Pro-rated October 2025 lot rent               | \$136.96          |
| Utility bill (electricity)                    | \$296.87          |
| Garbage removal (bin + labour)                | \$1,138.62        |
| Painting (material + labour)                  | \$1,610.00        |
| Flooring + drywall repair (material + labour) | \$1,661.75        |
| Deep cleaning                                 | \$650.00          |
| <b>Total</b>                                  | <b>\$6,757.10</b> |

- [17] Clause 39(2)(a) of the *Act* provides the cleanliness and damage standard at the end of the 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...*

**Rent, fees and outstanding utility bills**

- [18] The Landlord submitted into evidence the rent ledger for the tenancy and proof of rent payments made by the Tenant. The Landlord also submitted utility bills from April 2025 to October 2025.
- [19] The Landlord stated that the Tenant has regularly paid rent late throughout the tenancy. The Tenant received an eviction notice in September 2025 for non-payment of rent. The Landlord stated that the Tenant paid September 2025's rent and the lot fee in full.
- [20] However, the Tenant did not pay October 2025's rent or the lot fee. The Landlord stated that the lot fee is \$150.00 monthly. As a result, the Landlord served the Tenant with the Notice.
- [21] The Landlord stated that after providing 24-hour's notice he entered the Unit on October 28, 2025 and did not see any indication that the Tenant was still living in the Unit.
- [22] The Landlord stated that the Tenant paid \$350.00 in September 2025 against the utility bills. The Landlord stated that the outstanding balance for the utility bill is \$296.87.
- [23] I have reviewed the undisputed evidence submitted by the Landlord.

- [24] I find that the evidence presented establishes that the Tenant owes pro-rated October 2025 rent, pro-rated October 2025 lot fee and an outstanding utility bill. Particularly, I find that the Tenancy Agreement, rent ledger, utility bills and the past e-Transfers from the Tenant establish the Landlord's claims up to October 28, 2025. The claims are partly allowed, calculated as follows:

|   |            |
|---|------------|
| Pro-rated October 2025 rent (28 days / 31 days x \$1,350.00)  | \$1,219.35 |
| Pro-rated October 2025 lot fee (28 days / 31 days x \$150.00) | \$135.48   |
| Outstanding utility bills                                     | \$296.87   |
| Total   | \$1,651.70 |

### Garbage removal, painting, repairs and cleaning

- [25] The Landlord submitted into evidence invoices, a receipt, photographs of the Unit at the end of the tenancy and text messages with the Tenant.
- [26] The Landlord stated that during the October 28, 2025 inspection, a lot of garbage was found remaining inside the Unit. The Landlord stated that the cost to remove the garbage was \$1,138.62, which included labour plus HST (\$690.00) and the bin plus HST (\$448.62).
- [27] The Landlord stated that the whole Unit was painted. The Landlord stated that the Unit was last painted in February 2025. The Landlord stated that the paint and labour cost \$1,610.00.
- [28] The Landlord stated the walls were damaged beyond reasonable wear and tear. The Landlord stated the photographs of the Unit showed damage, marks and stains on many of the walls in the Unit.
- [29] The Landlord stated that the floors and drywall were also damaged beyond reasonable wear and tear. The Landlord stated that it cost \$1,661.75 to repair the floors and drywall.
- [30] The Landlord stated that some of the flooring needed to be replaced and the walls required sanding, mud application and drywall repair. The Landlord stated that the floors were newly installed in February 2025.
- [31] The Landlord stated that the Unit was cleaned for \$650.00.
- [32] I have reviewed the undisputed evidence submitted by the Landlord.
- [33] I find that the evidence presented establishes that the Tenant left the Unit in a condition below reasonably clean and damaged beyond reasonable wear and tear.
- [34] Subsection 28(4) of the *Act* states:

*A tenant of a rental unit shall repair, in a good and professional manner, undue damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.*

- [35] I find that the Landlord's evidence and undisputed testimony establishes that the Tenant either caused either by actions or neglect undue damage to the flooring and walls in the Unit. I find that the evidence, particularly the photographs show the flooring tiles being shifted and deformed through different locations in the Unit. The photographs also show the condition of the walls to be damaged beyond normal wear and tear, which require repairs and painting.
- [36] I accept the Landlord's evidence that the Unit was renovated and painted in February 2025 before the start of the tenancy.

- [37] I note that the Landlord did not complete or submit into evidence a *Form 5 Landlord Condition Inspection Report* which was required under sections 18 and 38 of the *Act*. Despite the Landlord not completing or submitting the inspection reports, I find that the Landlord's evidence establishes undue damage beyond normal wear and tear.
- [38] I find that the Landlord's garbage removal claim is allowed, in the total amount of \$1,138.62.
- [39] I find that the painting and repairs for flooring and drywall are partly allowed.
- [40] The Island Regulatory and Appeals Commission (the "Commission") has previously commented on what it must consider when determining amounts to be awarded to landlords where a tenant caused undue damage. In Order LR24-06, the Commission commented on the concept of "betterment." Generally speaking, the principle of betterment applies such that a party should not be put in a better position than they would have been had the particular wrong doing not occurred.
- [41] In Order LR25-25 the Commission applied the betterment principle to damaged floors as a result of the tenant's dog urinating on the floors. In that case the Commission reduced the landlords' claim by 25%.
- [42] In this case, I find that the paint job and floors were less than a year old at the end of the tenancy. Considering the extent of the damage and the age of the floors and paint, I find it reasonable to reduce the Landlord's claim by 10%. Therefore, the painting and repairs claim are partly allowed, in the total amount of \$2,944.58. My calculations are as follows:

|  |            |
|--|------------|
| Painting (\$1,610.00) - 10% (\$161.00) | \$1,449.00 |
| Repairs (\$1,661.75) - 10% (\$166.17)  | \$1,495.58 |
| Total                                  | \$2,944.58 |

- [43] I find that the Landlord's cleaning claim is allowed, in the total amount of \$650.00, despite the cleaning described as "*deep cleaning*" in the evidence and the Application's submissions. I find that the photographs establish that the Unit was in a very unclean condition at the end of the tenancy. I find that a \$650.00 cleaning cost is reasonable in this case to bring the Unit back into a reasonably clean standard.
- [44] Therefore, the Application is partly allowed. The Landlord will keep the Tenant's security deposit plus interest, in the total amount of \$1,384.40.
- [45] The Tenant must pay the Landlord additional compensation in the amount of \$5,000.50 by the timeline below. My calculations are as follows:

| Item                                | Amount            |
|-------------------------------------|-------------------|
| Pro-rated October 2025 rent         | \$1,219.35        |
| Pro-rated October 2025 lot fee      | \$135.48          |
| Outstanding utility bills           | \$296.87          |
| Garbage removal                     | \$1,138.62        |
| Painting                            | \$1,449.00        |
| Repairs                             | \$1,495.58        |
| Cleaning                            | \$650.00          |
| Total                               | \$6,384.90        |
| Less security deposit plus interest | (\$1,384.40)      |
| <b>Net total amount</b>             | <b>\$5,000.50</b> |

## CONCLUSION

[46] The Application is partly allowed.

[47] The Landlord will keep the Tenant's security deposit plus interest, in the total amount of \$1,384.40.

[48] The Tenant must pay the Landlord additional compensation of \$5,000.50 by the timeline below.

## IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,384.40.
2. The Tenant must pay the Landlord additional compensation in the amount of \$5,000.50 by June 1, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 31st day of March, 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.