

## INTRODUCTION

- [1] This decision determines two applications the Landlords and the Tenants filed 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 Tenants' security deposit plus interest and additional compensation for cleaning, painting, repairs to the countertop, driveway and outstanding utilities, in the total amount of \$11,620.00.
- [3] The Tenants seek the return of the security deposit plus interest.

## DISPOSITION

- [4] The Landlords' claims are established, in part, in the total amount of \$1,953.51. The Landlords will keep the Tenants' security deposit, including interest, in the amount of \$1,953.51.

## BACKGROUND

- [5] The Unit is a three-bedroom, one-bathroom, single-family dwelling owned by the Landlords since February 2025.
- [6] On February 26, 2025 the parties signed a written fixed-term tenancy agreement for a term of six months, beginning March 1, 2025 (the "Tenancy Agreement"). Monthly rent in the amount of \$1,900.00, in addition to 60% of the utilities, was payable on the first day of each month. At the beginning of the tenancy, the Tenants paid the Landlords a security deposit in the amount of \$1,900.00.
- [7] One of the Tenants ("DA") paid \$1,100.00 and the other Tenant ("EB") paid \$800.00 of the security deposit.
- [8] On August 30, 2025 the Tenants vacated the Unit and the tenancy ended by mutual agreement.
- [9] On Monday, September 15, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking to keep the Tenants' security deposit plus interest and additional compensation. The Landlords served the Tenants with the Landlord Application by email and text message.
- [10] On September 16, 2025 DA filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office requesting the return of the Tenants' security deposit plus interest. DA served the Landlords with the Tenant Application by email. Collectively, the Landlord Application and the Tenant Application are referred to as the "Applications."
- [11] On December 9, 2025 the Rental Office provided the parties notice of a teleconference hearing scheduled for February 26, 2026 by email.
- [12] On February 18, 2026 the Rental Office provided the parties a 47-page PDF evidence package by email.
- [13] On February 26, 2026 the Landlords, DA and EB's representative (the "Representative") participated in the hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.
- [14] After the hearing the Landlords submitted additional evidence, which included a 131-page inspection report and 8-photographs. The additional evidence was forwarded to the Tenants. The Tenants did not provide a written response to the additional evidence.

**ISSUE**

- A. Whether the Landlords have established, on a balance of probabilities, an entitlement to recover for cleaning, painting repairs and outstanding utility charges from the Tenants?

**ANALYSIS & FINDINGS**

- [15] When 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 Landlords have the onus to prove each of their claims on the civil standard of a balance of probabilities.
- [16] The Landlords are seeking compensation for cleaning, painting and repairs, particularly to a countertop and the driveway, and outstanding utility charges, in the total amount of \$11,620.00, calculated as follows:

Item	Amount
Cleaning, painting, repairs to countertop	\$1,800.00
Repairs to driveway	\$9,500.00
Outstanding utility charges	\$320.00
<b>Total</b>	<b>\$11,620.00</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...*

**Cleaning, painting, and repairs to countertop**

- [18] The Landlords submitted into evidence invoices and photographs. The Landlords' additional evidence includes a 131-page Dunn Right Inspections report (the "Report") of the Unit, dated January 27, 2025.
- [19] The Landlords stated that the Unit was newly renovated and painted when purchased on February 14, 2025.
- [20] The Landlords stated that the Tenants left the Unit unclean, particularly the appliances. The Landlords stated that the photographs of the stove showed the condition at the end of the tenancy.
- [21] The Landlords stated that the walls and the countertop were damaged beyond reasonable wear and tear. The Landlords stated that the photographs show the scratches and marks on the walls and the countertop.
- [22] The Landlords stated that the photographs in the additional evidence are before the tenancy and no damage is shown in those photographs.
- [23] The Landlords stated that the \$1,800.00 cost was an estimate. The Landlords stated that \$1,446.70 was the exact cost to clean, paint and repair the walls and countertop. The Landlords stated that the invoice from SK Reno Construction shows the total cost.
- [24] DA stated that there was no move-in inspection report.

- [25] DA stated that the appliances were old and there were a lot of issues with the Unit throughout the tenancy. DA stated that she cleaned the top of the stove, however, was unsure if the inside was cleaned.
- [26] DA did not deny that the countertop was damaged during the tenancy.
- [27] DA stated that the Tenants did not place any sticky material on the wall and did not damage the wall.
- [28] The Representative agreed with DA's submissions.
- [29] I have reviewed the evidence and submissions of the parties.
- [30] The evidence presented establishes the Landlords' claims in part.
- [31] The Landlords are seeking \$1,446.70 for cleaning, painting and repairs to a countertop.
- [32] I find that the evidence presented establishes that only the inside of the oven was below the standard of reasonably clean. I find that there is insufficient evidence to establish that the Unit as a whole was not reasonably clean.
- [33] I further find that the undisputed evidence establishes that the Tenants caused undue damage to the countertop during the tenancy.
- [34] I find that there is insufficient evidence to establish that the Tenants caused undue damage to the walls. The photographs submitted into evidence show damage that is reasonable wear and tear. Therefore, the painting claim is denied.
- [35] I find that the invoice submitted into evidence from SK Reno Construction is not itemized and does not break down the specific costs of each item.
- [36] I find that the Landlords' cleaning claim is allowed in part. I find that the evidence only supports cleaning the oven to bring it to a reasonably clean standard. For this I find that the Landlords are entitled to \$60.00 (\$30.00 for one hour of labour plus \$30.00 for supplies).
- [37] I find that the Landlords' repair to the countertop is allowed in part, in the total amount of \$481.00.
- [38] 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.
- [39] 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%.
- [40] In this case, the total amount to repair the countertop is not disclosed in the evidence. The \$481.00 award equals 33% of the Landlords' total amount requested. I find this to be a reasonable amount to award the Landlords based on the evidence presented and considering the betterment principle.
- [41] The total claim award is \$541.00 (\$60.00 + \$481.00).

**Repairs to driveway**

- [42] The Landlords stated that the Tenants caused undue damage to the driveway, which totals \$9,500.00. The Landlords stated that the quote from Curran & Briggs Limited shows the quoted amount, which includes *trim edges, clean and sweep, tack coat, padding to level and placing approximately 1 ½' of B mix asphalt.*
- [43] The Landlords stated that as of the hearing date no work was done on the driveway. The Landlords stated that the driveway was not damaged at the beginning of the tenancy. The Landlords stated that the photographs show the oil stains and numerous cracks in the driveway. The Landlords stated that the Tenant parked a heavy truck in the driveway, which caused the damage.
- [44] DA stated that a U-Haul style truck was parked in the driveway. DA stated that the Landlords did not object to the truck being in the driveway.
- [45] DA stated that the driveway was very old and that much of the described damage was pre-existing.
- [46] The Representative agreed with DA's submissions.
- [47] I have reviewed the evidence and submissions of the parties.
- [48] I find that the Landlords' claims are allowed in part, in the total amount of \$1,092.51 (10% of the total claim plus HST).
- [49] I find that the photographs show a damaged driveway with many cracks, depressions and oil stains. I further find that the evidence establishes that the Tenants had a commercial style truck parked in the driveway throughout the tenancy.
- [50] In Order LR25-23 the Commission commented on a similar set of facts, stating in part:
- 25. With respect to the damage caused by the commercial snow removal tractor at the heart of this appeal, the Commission views such a vehicle as being atypical of a vehicle expected to stored or parked at a residential driveway. Despite the Tenants having permission to keep the tractor on the property, the damage caused by parking such a tractor on a residential driveway for an extended period would go beyond reasonable wear and tear and constitute "undue damage".*
- [51] In LR25-23, the Commission awarded the landlords 25% of the invoice total.
- [52] In this case, I find that 10% of the total claim plus HST is reasonable to award the Landlords based on the evidence presented and considering the betterment principle.
- [53] I find that there are two distinguishing facts in this case compared to the facts in LR25-23, which lead to my 10% award.
- [54] First, commercial-level vehicles are different in degree. In LR25-23, the commercial-level truck was a snow removal tractor. Whereas in this case, the vehicle is a U-Haul style truck, which is much lighter and less likely to cause the same level of damage as a tractor.
- [55] Second, there is a degree of pre-existing damage to the driveway established by the evidence in this case. In the Report dated January 27, 2025, the Report's findings on the driveway state on page 35 of the Report:

*"Driveway cracking – Major  
Major cracks observed. Recommended driveway contractor evaluate and replace."*

[56] I find that the driveway had pre-existing damage prior to the tenancy.

[57] Therefore, I find that 10% of the total invoice is reasonable to award the Landlords in this case. This amount captures the Tenants contribution to the deterioration of the driveway while parking the truck in the driveway, while also considering the betterment principle and weighing the evidence of the pre-existing damage to the driveway.

[58] This claim is allowed in part, in the total amount of \$1,092.51.

### Utility charges

[59] The Landlords submitted bills for outstanding utility charges, in the amount of \$320.00.

[60] DA and the Representative did not dispute the utility charges.

[61] This claim is allowed in the amount of \$320.00.

### CONCLUSION

[62] The Landlord Application is allowed in part.

[63] The Landlords have established a total claim of \$1,953.51, calculated as follows:

Item	Amount
Cleaning	\$60.00
Countertop repair	\$481.00
Driveway repair	\$1,092.51
Utility bill	\$320.00
<b>Total</b>	\$1,953.51
Less security deposit plus interest	(\$1,953.51)
<b>Net total</b>	\$0.00

[64] The Landlords will keep the Tenants' security deposit plus interest, in the amount of \$1,953.51.

[65] The Tenant Application is denied.

### IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenants' security deposit plus interest, in the amount of \$1,953.51.

**DATED** at Charlottetown, Prince Edward Island, this 2nd day of April, 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.