

INTRODUCTION

- [1] This decision addresses an application filed by the Landlords with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlords claim \$6,887.84 from the Tenants ("MC" & "SB") for unpaid rent, refilling a propane tank, cleaning and repairs. The Landlords also request to keep the Tenants' security deposit, including interest, to offset these amounts.

DISPOSITION

- [3] The Landlords have established their claims against MC, in the total amount of \$6,887.84. The Landlords will keep the Tenants' security deposit, including interest, in the amount of \$2,099.95
- [4] These claims offset and MC will pay the Landlords the remaining balance, in the amount of \$4,787.89, in accordance with the timeline below.

BACKGROUND

- [5] On April 18, 2024, the Tenants paid the Landlords a \$2,000.00 security deposit.
- [6] On April 19, 2024, the parties signed a written, fixed-term tenancy agreement from May 1, 2024 to April 30, 2025. Rent in the amount of \$2,600.00 was payable on the first day of the month.
- [7] On April 19, 2024, the parties also signed a move-in *Form 5 Landlord Condition Inspection Report*.
- [8] Sometime during the tenancy SB vacated the Unit.
- [9] On May 1, 2025, MC renewed the fixed-term tenancy agreement and SB was removed from the renewed agreement.
- [10] The Landlords continued to hold the security deposit funds for the renewed tenancy agreement.
- [11] On October 11, 2025, the Landlords served MC with a *Form 4(A) Eviction Notice* effective October 31, 2025, for non-payment of rent, repeatedly late rent and disturbing others (the "Notice").
- [12] On November 5, 2025, the Landlords and MC completed a move-out inspection report and MC vacated the Unit.
- [13] On November 14, 2025, the Landlords e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the Tenants' security deposit and additional compensation.
- [14] On December 31, 2025, the Landlords amended the *Form 2(B) Landlord Application to Determine Dispute* (the "Application"). The Landlords e-mailed the Application to the Tenants on January 2, 2026.
- [15] On February 6, 2026, the Rental Office provided the parties notice of a teleconference hearing scheduled for March 24, 2026.
- [16] On March 13, 2026, the Rental Office provided the parties an updated paper-based notice of hearing with a first submission deadline of March 31, 2026.
- [17] On March 21, 2026, the Landlords provided the Rental Office with a signed *Certificate Respecting Evidence*.

- [18] On April 2, 2026, the Rental Office provided the parties a 136-page PDF evidence package, with a response submission deadline of April 23, 2026.
- [19] The parties did not provide the Rental Office with any response submissions.
- [20] I have reviewed all of the evidence submitted and prepared this Order.

ISSUE

- A. Have the Landlords established, on a balance of probabilities, claims for unpaid rent, refilling a propane tank, cleaning and repairs?

ANALYSIS & FINDINGS

- [21] 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.
- [22] The Landlords are seeking compensation exceeding the security deposit for unpaid rent, refilling a propane tank, cleaning and repairs, in the total amount of \$6,887.84, calculated below.

Item	Amount
October 2025 rent	\$2,600.00
Pro-rated November 2025 rent	\$433.33
Propane tank refill	\$427.44
Heartwood cleaning & repairs	\$601.30
Repairs & labour	\$2,825.77
Total	\$6,887.84

- [23] 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...*

Limitation period: Claims against SB

- [24] The Tenants entered into a tenancy agreement with the Landlords in April 2024.
- [25] During the tenancy SB and MC's relationship deteriorated. The text message conversation between MC and the Landlords suggests SB and MC are in a separate legal dispute.
- [26] Sometime during the tenancy SB vacated the Unit. There is no evidence to determine if SB provided notice to the Landlords.
- [27] The evidence establishes that on May 1, 2025, solely MC renewed the fixed-term tenancy agreement with the Landlords. SB was removed from the renewed fixed-term agreement.
- [28] I find that this ended the tenancy agreement between SB and the Landlords. Solely MC and the Landlords continued the tenancy under a renewed tenancy agreement.
- [29] Subsection 75(1) of the *Act* requires a party to make an application to the Rental Office during or within six months after termination of a tenancy agreement.

- [30] In this case, SB's tenancy ended April 30, 2025. Therefore, the Landlords had until October 31, 2025, to file an application against SB. However, the Application which names SB as a respondent was not filed with the Rental Office until November 14, 2025.
- [31] I find that the Landlords cannot make valid financial claims against SB under the Application because the Landlords missed the limitation period. The Landlords' financial claims can only be against MC. For the same reasons above, I find that SB cannot make a claim seeking the return of his share of the security deposit.

Rent owing

- [32] The Landlords served MC the Notice, which ended the tenancy on October 31, 2025.
- [33] The evidence establishes that the MC occupied the Unit until November 5, 2025. This is established based on the parties' text messages and signed inspection report included in the Landlords' evidence.
- [34] I find that MC vacated the Unit owing the Landlords October 2025 rent, in the amount of \$2,600.00 and pro-rated November 2025 rent, in the amount of \$433.33 (5 days divided by 30 days multiplied by \$2,600.00).
- [35] The Landlords' rent owing claim is established.

Propane tank refill

- [36] The Landlords are seeking \$427.44 in compensation for refilling the propane tank.
- [37] The Landlords submitted into evidence an invoice from Avenir Energy dated November 15, 2025.
- [38] The evidence establishes that a term in the tenancy agreement stated: "*propane tank will be filled to 60%.*"
- [39] I find that the Landlords have established this claim.

Cleaning

- [40] The Landlords are seeking \$601.30 for cleaning and repair work completed by Heartwood Properties.
- [41] Included in the Landlords evidence was the move-in and move-out inspection reports, numerous photographs of the Unit and the invoice from Heartwood Properties, dated November 14, 2025.
- [42] The Landlords' submission summarized the unclean condition of the Unit at the end of the tenancy.
- [43] I find that the Landlords' evidence establishes that the Unit was in an unclean condition at the end of the tenancy. The Heartwood Properties invoice includes labour for repairs, cleaning and supplies, in the total amount of \$601.30. This includes 24 total hours of cleaning and repairs at \$20.00 per hour.
- [44] I find that the Landlords have established this claim and that the total amount is reasonable based on the evidence presented.

Repairs & labour

- [45] The Landlords are seeking \$2,825.77 for out-of-pocket expenses related to additional work to the Unit for plumbing, repairs and painting to the walls, the door and the dryer repairs.

- [46] The Landlords' evidence establishes a valid claim for repairs. The Landlords' evidence includes submissions summarizing the damage, numerous invoices, receipts, photographs and the move-in and move-out inspection reports.
- [47] I find that the evidences presented establishes that the Unit had significant damage to the floors, walls and required plumbing repairs due to clogging. The evidence establishes that the damage was beyond normal wear and tear.
- [48] I further find that the move-in and move-out inspection reports provide a baseline condition of the Unit at the start of the tenancy, and provides details of the condition of the Unit at the end of the tenancy. The move-out inspection report's details are supported by the photographs and details on some of the invoices.
- [49] Therefore, I find that the Landlords have established their claims for out-of-pocket expenses related to the additional work to the Unit for plumbing, repairs and painting to the walls, the door and the dryer repairs.
- [50] I find that the evidence supports the total amount requested by the Landlords, in the amount of \$2,825.77. These expenses directly relate to repairs related to undue damage caused throughout the tenancy.

CONCLUSION

- [51] The Application is allowed, in part.
- [52] The Landlords have established their claims against MC, in the total amount of \$6,887.84. The Landlords will keep the Tenants' security deposit, including interest, in the amount of \$2,099.95
- [53] These claims offset and MC will pay the Landlords the remaining balance, in the amount of \$4,787.89, in accordance with the timeline below.
- [54] Calculated as follows:

Item	Amount
October 2025 rent	\$2,600.00
Pro-rated November 2025 rent	\$433.33
Propane tank refill	\$427.44
Heartwood cleaning & repairs	\$601.30
Repairs & labour	\$2,825.77
Total	\$6,887.84
Deduct security deposit plus interest	(\$2,099.95)
Net Total	\$4,787.89

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenants' security deposit plus interest, in the amount of \$2,099.95
2. MC will pay the Landlords \$4,787.89 by July 2, 2026.

DATED at Charlottetown, Prince Edward Island, this 1st day of May, 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.