

## INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord is claiming \$5,735.35 for cleaning and repairs. The Landlord also seeks to keep the security deposit as part of his claim.

## DISPOSITION

- [3] The Landlord has established claims totalling \$998.28.
- [4] The Landlord’s remaining claims are denied.
- [5] The total security deposit, including interest, is \$2,093.24.
- [6] The Landlord will retain \$998.28 from the security deposit.
- [7] The Landlord must return the security deposit balance, including interest, in the amount of \$1,094.96 by the timeline below.

## BACKGROUND

- [8] The Unit is the upstairs portion of a house (the “Residential Property”) owned by the Landlord.
- [9] The parties entered into a one-year written fixed-term tenancy agreement for the Unit from July 5, 2024, to June 30, 2025. The parties then renewed the fixed-term tenancy agreement for the period of July 1, 2025, to June 30, 2026. Rent of \$2,000.00 was due on the first day of the month. A \$2,000.00 security deposit was paid on June 19, 2024.
- [10] On November 5, 2025, the Landlord served the Tenants with a *Form 4(A) Eviction Notice* effective December 31, 2025 (the “Notice”) for behaviour-related issues.
- [11] On December 31, 2025, the Tenants moved out of the Unit due to the Notice, and the tenancy ended.
- [12] On January 5, 2026, the Landlord and the Tenants completed *Form 5 Landlord Condition Inspection Report* (the “Inspection Report”).
- [13] On January 12, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenants’ security deposit and additional compensation.
- [14] On January 14, 2026, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the Tenants’ security deposit and additional compensation.
- [15] On February 19, 2026, the Rental Office sent the parties notice of a teleconference hearing scheduled for April 7, 2026.
- [16] On March 27, 2026, the Rental Office shared a 173-page PDF, two videos, and one audio recording (the “Evidence Package” or “EP”) with the parties via TitanFile.
- [17] On March 31, 2026, the Tenants sent additional evidence (one email and one PDF document) to the Rental Office and the Landlord.

- [18] On April 7, 2026, the Landlord and the Tenants joined the teleconference hearing. The parties confirmed receipt of the Evidence Package and the Tenants' additional evidence, and the parties confirmed that all evidence submitted to the Rental Office was included. The parties agreed that the utility-related claims had been resolved.
- [19] On April 10, 2026, the Landlord provided additional evidence (a 12-page PowerPoint presentation and a 12-page PDF). The Landlord stated he was removing his claims regarding labour and cleaning products. The Landlord added a claim for the cost of two damaged door casings. This additional evidence was shared with the Tenants.
- [20] On April 13, 2026, the Tenants provided additional evidence (a one-page PDF). This was shared with the Landlord.
- [21] On April 16, 2026, the Landlord provided additional evidence (a 3-page PDF). The Landlord requested that the previously withdrawn labour claims be reinstated. This was shared with the Tenants.
- [22] No further submissions were received from either party. I am satisfied that both parties had an opportunity to review and respond to the additional evidence, and I have considered it in this decision.

## ISSUE

- A. Has the Landlord established claims against the Tenants?

## ANALYSIS AND FINDINGS

- [23] The Landlord is claiming the following for cleaning and repairs:

Item	Cost
Electrical switches	\$69.00
Moulding	\$28.76
Sunroom curtains	\$197.76
Screen door	\$57.50
Paint/drywall compound	\$448.81
Painting labour	\$2,080.00
Couch	\$688.85
Carpet	\$135.00
Hardwood floor	\$1,709.67
Cleaning	\$320.00
Total	\$5,735.35

- [24] The Tenants agreed to the Landlord's claims for the electrical switches and the moulding. The Tenants dispute the Landlord's remaining claims.
- [25] When a party files an application with the Rental Office, that party bears the onus of establishing their claim on a balance of probabilities through clear and persuasive evidence. In this case, the Landlord has the onus to prove each of his claims.
- [26] The Landlord's claims are under clause 39(2)(a) of the Act, which states:

*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.*

## Pre-Tenancy Inspection Report

- [27] All tenancy agreements commencing on or after April 8, 2023, require both pre-tenancy and post-tenancy inspections under sections 18 and 38 of the Act. In this case, the parties did not complete a pre-tenancy inspection report establishing the Unit's baseline condition at move-in. While the parties completed a post-tenancy inspection report, they disagreed regarding the cause and extent of any damage.
- [28] In Order LR25-12, the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding landlords who fail to complete the mandatory inspection reports (paragraphs 34 & 35):

*"The Commission finds that the Landlord failed to comply with section 18 and section 38 statutory requirement for pre-tenancy and post-tenancy inspections. These requirements are in place to protect both landlords and tenants and to provide the Rental Office and the Commission with the best possible evidence of the condition of a rental unit at the start and at the end of the tenancy. A deterioration in the condition of the unit during the tenancy will then be more clearly apparent.*

*Where a landlord has failed to comply with both sections 18 and 38, the Commission can only award a damage claim to a landlord if that claim is supported by objective and compelling evidence with respect to who caused the damage and how much it costs to repair. The onus to establish such damage and who caused it rests on the party seeking the damage claim and a failure to comply with sections 18 and 38 "raises the bar" thus making it more difficult, but not impossible, to support the claim."*

- [29] To establish the condition of the Unit at different times before, during and after the tenancy, the parties submitted photographs of the Unit taken either before the start of the tenancy or early in the tenancy. The Tenants submitted a video of the Unit, which they stated was taken in July 2024 (the "July video") after they moved in. Although recorded after move-in, the July video provides some evidence of the Unit's general condition near the start of the tenancy. The Tenants also submitted a video of the Unit from when they moved out in December 2025 (the "December video"). The Landlord also submitted post-tenancy photographs of the Unit.

### Curtains

- [30] The Landlord is claiming \$197.76 to replace four sets of curtains (eight panels) at \$49.44 per set. The Landlord purchased four replacement sets as they were all matching curtains in the living room. The Landlord stated that at least three panels were damaged during the tenancy, and the Tenants attempted to repair one panel using tape. The Landlord alleges that the Tenants' cat may have caused the damage to the curtains. A receipt for the new curtains was submitted, along with photographs of the curtains, as evidence.
- [31] The Tenants agreed to compensate the Landlord for one set of curtains that they acknowledged were damaged beyond reasonable wear and tear during the tenancy. The Tenants stated that there was no evidence of the other curtains' baseline condition, and that some of the curtains had pre-existing holes when they moved in. The Tenants stated that their submitted evidence, dating back to the early stages of the tenancy, shows pulls and fabric damage near the base and middle of the curtains.
- [32] I find that the Landlord has established this claim in part.

- [33] There is no pre-tenancy inspection report in evidence, and the Landlord submitted no other evidence, such as photographs, establishing the condition of the curtains at the start of the tenancy. I cannot reliably determine the pre-tenancy condition of the curtains from the July video or the Tenants' photographs, as their condition is not clearly visible in them.
- [34] However, the Tenants acknowledged that one set of curtains was damaged beyond reasonable wear and tear during the tenancy. In the absence of reliable pre-tenancy evidence, I rely on that admission. Based on the Landlord's invoice and photographs, I award \$49.44 for one set of curtains. This claim is allowed in part.

#### **Screen door**

- [35] The Landlord is claiming \$57.50 to repair a screen door. The Landlord stated the screen on the door leading from the kitchen to the deck has patches covering three holes. He stated it was repaired before the Tenants moved in and again for \$57.50 after the Tenants vacated.
- [36] The Tenants stated the screen was a year old before they moved in, and stated a stray outdoor cat may have damaged it. The Tenants stated that they applied patches to the screen to prevent the damage from worsening. The Tenants stated it should not cost more than \$20.00 to repair the screen door using a repair kit.
- [37] I find that the Landlord has not established this claim.
- [38] There is no pre-tenancy inspection report to establish a baseline condition of the screen door. Further, I find no evidence in the July video that the screen door was damaged at that time.
- [39] The evidence establishes that the screen door was repaired in July 2023, which is approximately one year before the Tenants moved into the Unit. I note that the screen would have been exposed to outdoor conditions for approximately one year before the Tenants moved in and for approximately 1.5 years during the tenancy.
- [40] Despite no visible damage to the screen door in the July video, I find that minor deterioration of the screen is consistent with reasonable wear and tear on an exterior screen door exposed to outdoor conditions over a prolonged period. Additionally, I find no evidence that the Tenants' actions directly caused the damage to the screen door. This claim is denied.

#### **Painting, drywall, and labour**

- [41] The Landlord is claiming \$448.81 for paint and drywall compound to repair the Unit's walls. The Landlord stated that he estimates his wife spent approximately 104 hours on the painting and repairs, and is claiming \$2,080.00 for labour at \$20.00 per hour.
- [42] The Landlord stated the Unit had been painted before the tenancy. The Landlord stated that various parts of the Unit required repair and painting due to the Tenants' use of sticky hooks, child locks, and the installation of a baby gate. The Landlord stated that the Tenants turned off the heat in the sunroom, causing the drywall to crack. The Landlord stated that the Tenants tried to repair a hole in a wall and made poor touch-ups in the hallway. The Landlord denied giving the Tenants permission to install a baby gate.
- [43] The Landlord stated that the back of the interior door to the garage was damaged and scuffed in several places, and that the door had been painted before the Tenants moved in. The Landlord stated that he was not making a claim for the door.

- [44] The Tenants disputed the Landlord's claims. They stated that the alleged damage to the walls was reasonable wear and tear and that they should not have to pay to paint large areas of the walls. The larger cracks on the walls in the sunroom are structural damage or pre-existing and would not be their fault. The Tenants stated they would have repaired the walls, but the Landlord would not provide them with the matching paint. They stated they had permission to install a baby gate and that some of the wall hooks were preexisting.
- [45] I find that the Landlord has not established this claim.
- [46] While there is no pre-tenancy inspection report, the July video shows the walls in generally good condition. However, despite the Landlord's assertion of undue damage, I find that the repairs arising from the use of sticky hooks, child locks, the installation of a baby gate, and similar ordinary residential use are consistent with reasonable wear and tear.
- [47] Regarding the sunroom, the Landlord's photographs show repairs consisting primarily of minor patching associated with the removal of curtain rods, wall hangings, and similar items of ordinary residential use. I find that this is consistent with reasonable wear and tear.
- [48] Regarding the Landlord's assertion that the sunroom's drywall cracked and required repair because the Tenants turned off the heat, I find that the Landlord has provided insufficient evidence to establish that the drywall cracked as a result of the Tenants' actions or neglect.
- [49] The Landlord's claims for painting, drywall repair, and labour are denied.

### **Couch**

- [50] The Landlord is claiming \$688.85 for a damaged couch, which he stated was purchased new in July 2023 for \$688.85. He stated that the couch is damaged, has two holes, is frayed in several places, and may have urine stains. The Landlord stated that the Tenants had a dog-sitting business in the Unit, which he did not agree to, and that this was a reason for the Notice. The Landlord asserted that the animals damaged the couch.
- [51] The Landlord submitted photographs of the Tenants' advertisement for dog-sitting, which he stated show dogs on the couch. The Landlord stated that the Tenants' advertisement also stated that dogs were allowed on the furniture. The Landlord stated that he has not replaced the couch and will likely take it to the dump.
- [52] The Tenants dispute the Landlord's claim. They stated they offered to buy the couch from the Landlord for \$300.00, but he refused this offer. The Tenants stated they had sheets over the couch to protect it from animals. The Tenants stated that the couch damage should be considered reasonable wear and tear in a home with a dog and a cat, which the Landlord allowed.
- [53] I find that the Landlord has established this claim in part.
- [54] The evidence establishes that the couch was purchased new approximately one year before the Tenants moved into the Unit. The Landlord's photographs show damage, holes, and fraying to the couch, and the Landlord stated there may be urine stains on it. The Tenants did not dispute that the damage occurred during the tenancy, but they claimed it was reasonable wear and tear.
- [55] I find that the damage to the couch was beyond reasonable wear and tear. The evidence establishes that the Tenants operated a dog-sitting business in the Unit without the Landlord's authorization. Additionally, the Landlord's photographs show dogs on the couch, and the Tenants' advertisement also stated that dogs were allowed on the furniture. Despite the Tenants stating they covered the couch, I find that the additional dogs on the couch and in the Unit likely contributed to its damage.

- [56] The Commission has previously commented on what must be considered 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 wrongdoing not occurred. The principle of betterment will also be applied in this matter to the Landlord's claim.
- [57] In this case, given the couch was approximately 2.5 years old and had experienced ordinary residential use, I find a 20% depreciation adjustment reasonably reflects its remaining value. Accordingly, I award the Landlord \$551.08. This claim is allowed in part.

### **Carpet**

- [58] The Landlord is claiming \$135.00 for carpet damage, which he stated was an estimate of the replacement cost. The Landlord stated that a carpet was in the basement and was moved to the sunroom by the Tenants. When the Landlord moved the carpet after the Tenants moved out, he noticed a stain on the underside that he stated had not been there previously.
- [59] The Tenants dispute the Landlord's claim. They stated that the carpet was located at the front entrance when they moved in. They moved the carpet to the basement and did not use it. They brought the carpet back up before they moved out, so the Landlord would not have to. They stated there is no pre-existing evidence of the condition of the carpet.
- [60] I find that the Landlord has not established this claim.
- [61] There is no pre-tenancy inspection report documenting the carpet's condition. There is nothing in the July video or in the pre-tenancy photographs that shows the underside of the carpet. As such, I find that the Landlord has not established that the Tenants caused the stain on the carpet. Additionally, the Landlord has provided no objective evidence to establish the carpet's value. This claim is denied.

### **Hardwood floors**

- [62] The Landlord is claiming \$1,709.67 for damage to the hardwood floors. The Landlord stated that the damage to the hardwood floors exceeded reasonable wear and tear. The Landlord submitted photographs, stating they were taken before and after the tenancy. The Landlord submitted photos from the Tenants' dog-sitting advertisement, which the Landlord stated show several animals on the hardwood floor and an advertisement stating that "indoor accidents may result in penalty fees."
- [63] The Landlord stated that the floors were installed in 1999 when the house was built. He stated he estimates that it would cost \$14,000.00 to replace the floors. He stated that the \$1,709.67 claim is based on an oral estimate he obtained for equipment rental and product to refinish the floor himself.
- [64] The Tenants dispute the Landlord's claim. They stated the hardwood floors exhibit no damage beyond reasonable wear and tear. Before the start of the tenancy, the Tenants stated that the Landlord indicated that the floors were already in need of refinishing, and this was reiterated and agreed upon by both the Tenants and the Landlord during the post-inspection meeting. The Tenants stated the need for refinishing relates to age and pre-existing condition rather than Tenant-caused damage.
- [65] The Tenants submitted an audio conversation, which they stated was recorded between the Tenants and the Landlord during the move-out inspection. The Tenants stated that the conversation demonstrates the Landlord planned to refinish the floors before the Tenants moved in, but decided to defer the work to a later date.
- [66] I find that the Landlord has established this claim in part.

- [67] The Landlord submitted photographs of the floor, which he stated were from before and after the tenancy. The Landlord submitted photographs of animals on the floor, which the Landlord stated were taken from the Tenants' dog-sitting business advertisements. The July and December videos also show the condition of the floors at the time the videos were taken.
- [68] I note that the photographs and videos show existing wear to the floors. The Landlord stated that the floors were installed in 1999 and that there is no evidence they have been refinished since then. Significant wear and tear is reasonably expected given the flooring's age.
- [69] The evidence establishes that the Tenants operated a dog-sitting business in the Unit without the Landlord's authorization. Based on the photographs and videos, several additional dogs were present in the Unit and on the hardwood floors. I find that this activity accelerated wear to the flooring beyond what would reasonably result from ordinary residential occupancy and permitted pets.
- [70] However, the Landlord has not repaired the floors and provided only an oral estimate for refinishing, without supporting documentation. Given the flooring's age and pre-existing condition, and the lack of reliable evidence of actual repair costs, a full or proportional refinishing award would constitute overcompensation under the betterment principle.
- [71] Although the evidence does not establish the actual cost of refinishing attributable to the Tenants, I find a compensatory award is appropriate to reflect the limited additional deterioration caused during the tenancy. I find that the Tenants' unauthorized dog-sitting activity caused some damage beyond reasonable wear and tear.
- [72] Accordingly, I award the Landlord a modest compensatory amount of \$300.00, reflecting limited incremental damage and the absence of reliable evidence of actual repair costs. This claim is allowed in part.

### **Cleaning**

- [73] The Landlord stated the Unit was not properly cleaned when the Tenants moved out. He stated there was some mould in the shower and on some windows, there was dust and grease on some lights and the cabinet door. There was dirt buildup on the fridge and vents. The Landlord's wife cleaned the Unit, and he is claiming 16 hours of labour at \$20.00 per hour, for a total of \$320.00.
- [74] The Tenants stated that the Unit was cleaned during the tenancy, and it was clean when they moved out.
- [75] I find that the Landlord has not established this claim.
- [76] There is no pre-tenancy inspection report establishing a baseline condition of cleanliness. While the Landlord's photographs show some dust, grease, and minor mould, I find that the overall condition of the Unit, as shown in the December video, meets the standard of reasonable cleanliness under clause 39(2)(a) of the Act, having regard to the duration of the tenancy. This claim is denied.

### **CONCLUSION**

- [77] The Application is allowed in part.
- [78] The Landlord has established claims totalling \$998.28.
- [79] The total security deposit, including interest, is \$2,093.24.

- [80] The Landlord's remaining claims are denied.
- [81] The Landlord must return the security deposit balance, including interest, in the total amount of \$1,094.96 by the timeline below.
- [82] My calculations are as follows:

Item	Amount
Security deposit	\$2,000.00
Interest (June 19/24 – May 7/26)	\$93.24
Electrical switches	(\$69.00)
Moulding	(\$28.76)
Curtains	(\$49.44)
Couch	(\$551.08)
Hardwood floor	(\$300.00)
Total	\$1,094.96

### IT IS THEREFORE ORDERED THAT

1. The Landlord will retain \$998.28 from the security deposit.
2. The Landlord must return the security deposit balance, including interest, in the total amount of \$1,094.96 by June 8, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 7th day of May, 2026.

(sgd.) Mitch King

**Mitch King**  
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.