

## INTRODUCTION

- [1] This decision addresses an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks to keep the Tenants' security deposit plus interest and additional compensation for undue damage to a countertop and floor, cleaning and garbage removal, in the total amount of \$1,857.32.
- [3] The security deposit plus accrued interest totals \$1,746.00.

## BACKGROUND

- [4] The Unit is an apartment located in a multi-unit building owned by the Landlord since 2021.
- [5] On January 27, 2024, the parties signed a written, monthly tenancy agreement. Rent in the amount of \$1,650.00 was due on the first day of the month. The Tenants paid the Landlord a \$1,650.00 security deposit.
- [6] On March 1, 2024, the Tenants moved into the Unit.
- [7] On December 31, 2025, the Tenants vacated the Unit and the tenancy ended by mutual agreement.
- [8] On January 1, 2026, a *Form 5 Landlord Condition Inspection Report* was completed by the Landlord.
- [9] On January 15, 2026, the Landlord e-mailed one of the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the security deposit plus interest and additional compensation.
- [10] On April 22, 2026, the Landlord e-mailed the Tenants and the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking to keep the security deposit plus interest and additional compensation.
- [11] On April 29, 2026, the Rental Office provided the parties notice of a tele-hearing scheduled for May 28, 2026.
- [12] On May 15, 2026, the Rental Office provided the parties an 82-page PDF and 1-video evidence package.
- [13] On May 28, 2026, the Landlord and one of the Tenants (the "Tenant") representing the Tenants participated in the tele-hearing. The parties confirmed that they received the evidence package. The parties also confirmed that all evidence submitted to the Rental Office was included, except for one video provided by the Landlord. I e-mailed the video to the Tenant and the Tenant confirmed receipt of the video.

## DISPOSITION

- [14] The Landlord's claims are established in part, totalling \$1,757.84. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,746.00.
- [15] The Tenants must pay the Landlord \$11.84 by the timeline below.

**ISSUE**

- A. Has the Landlord established, on a balance of probabilities, claims for undue damage repairs, cleaning and garbage removal?

**ANALYSIS & FINDINGS**

- [16] 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 Landlord has the onus to prove his claim on the civil standard of a balance of probabilities.
- [17] The Landlord is seeking to keep the Tenants' security deposit, plus interest and additional compensation for damage to the kitchen countertop, the floors in the Unit and cleaning and garbage removal, totaling \$1,857.32, calculated as follows:

Item	Amount
Countertop	\$994.82
Floor remediation	\$575.00
Cleaning & garbage removal	\$287.50
<b>Total</b>	<b>\$ 1,857.32</b>

- [18] 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...*

**Countertop**

- [19] The Landlord submitted into evidence invoices and photographs before and after the tenancy.
- [20] The Landlord stated that the countertop was installed prior to his 2021 purchase of the Unit.
- [21] The Landlord stated that the countertop was damaged beyond reasonable wear and tear by the Tenants. The Landlord stated that photographs of the countertop show burn marks and water damage near the kitchen sink.
- [22] The Landlord stated that \$994.82 was the cost to purchase materials and install the replacement countertop.
- [23] The Tenant denied causing damage to the countertop, claiming that the damage pre-existed the tenancy.
- [24] I have reviewed the evidence and submission of the parties.
- [25] For the reasons below, I find that the evidence presented establishes the Landlord's claim in part.
- [26] The Landlord is seeking \$994.82 for the replacement of a countertop.
- [27] I find that the evidence presented, particularly, the Landlord's before and after photographs establish that the countertop was damaged during the tenancy beyond reasonable wear and tear.

- [28] I find that the Tenants are responsible for the replacement of the countertop, in the total amount of \$895.34.
- [29] The Island Regulatory and Appeals Commission (the "Commission") has previously commented on what it must consider when determining amounts to be awarded to a landlord 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.
- [30] The \$895.34 award equals 90% of the Landlord's total amount requested for the replacement of the countertop. I find this to be a reasonable amount to award the Landlord based on the evidence presented, the age of the countertop, and limited repair options available to the Landlord.
- [31] The total claim award is \$895.34 (\$994.82 x 90%).

### Floor

- [32] The Landlord stated flooring in the dining room was damaged beyond reasonable wear and tear. The Landlord stated that photographs of the flooring show damage caused by the Tenants' dog urinating and defecating on the floor.
- [33] The Landlord stated that photographs in the evidence were taken in December 2025.
- [34] The Landlord stated that a photograph in the evidence was taken right before the tenancy and shows no damage to the floor.
- [35] The Landlord stated that the flooring was installed prior to his 2021 purchase of the Unit.
- [36] The Landlord stated that it would have been significantly more expensive to replace the damaged flooring, as it would have required replacing the flooring of the whole Unit. The Landlord stated that because of this he decided to repair the flooring by sanding and varnishing the damaged area.
- [37] The Landlord stated that the sanding and varnishing cost \$575.00. The Landlord stated that the invoice from Empire Property Management shows the cost to complete the work.
- [38] The Tenant denied causing damage to the flooring, claiming that the damage pre-existed the tenancy. The Tenant stated that throughout the tenancy, the Landlord's father was in and out of the Unit, and never raised any concerns regarding the condition of the flooring.
- [39] The Tenant stated that the protective mats in the photographs submitted into evidence were utilized to accommodate the pet's needs and to prevent damage to the flooring.
- [40] I have reviewed the evidence and submissions of the parties.
- [41] The evidence presented establishes the Landlord's claim.
- [42] The Landlord is seeking \$575.00 for the repair of flooring in the dining room.
- [43] I find that the evidence presented establishes that the Tenants caused undue damage to the dining room floor during the tenancy, which was beyond reasonable wear and tear.
- [44] I further find that the Landlord decided to not fully replace the flooring and only sanded and varnished the existing flooring to reduce the overall costs. This process would effectively reduce the overall life expectancy of the flooring. For these reasons, I find that the betterment principle does not need to apply.

[45] The Landlord's claim is allowed, in the amount of \$575.00.

**Cleaning & Garbage removal**

[46] The Landlord claims that the Tenants left the Unit unclean, particularly the appliances and flooring. The Landlord stated that the photographs of the refrigerator, oven and stovetop show the unclean condition at the end of the tenancy.

[47] The Landlord stated that garbage was also left behind which needed to be removed from the Unit. The Landlord stated that photographs of the balcony show belongings left behind by the Tenants.

[48] The Landlord stated that it cost \$287.50 to clean and remove garbage from the Unit. The Landlord stated that the invoice from Empire Property Management shows the total cost.

[49] The Landlord stated that the Unit smelled strongly of smoke at the end of the tenancy and stated that photographs in the evidence show that there was a significant amount of cigarette butts below the Tenants' balcony.

[50] The Landlord stated that the Unit also required painting, but he did not make a claim against the Tenants for the repainting costs.

[51] The Tenant stated that the Unit was in an unclean condition at the start of the tenancy, and that the Tenants spent two days cleaning the Unit.

[52] The Tenant stated that the painters hired by the Landlord were in the Unit in December 2025 and had left a significant amount of dust and dirt behind, which impeded the Tenants' cleaning efforts.

[53] The Tenant stated that before they moved out, there was a significant amount of time spent cleaning the Unit, including the appliances and disputes the Landlord's claim that the Unit was left in an unclean condition.

[54] The Tenant disputed the Landlord's claim that the Tenants smoked in the Unit, attributing the cigarette butts below the Unit's balcony to the downstairs neighbour. The Tenant also claimed that the smell of smoke in the Unit is most likely caused by the neighbouring tenants.

[55] I have reviewed the evidence presented by the parties.

[56] For the reasons below, I find that the Landlord's cleaning claim is established, in the total amount of \$287.50.

[57] I find that the evidence establishes that at the end of the tenancy the Unit was below the standard of reasonably clean.

[58] I further find that the Landlord's evidence establishes the total amount to clean the Unit to a reasonably clean standard and remove garbage.

[59] I find that the Landlord has established a total claim in the amount of \$287.50.

**CONCLUSION**

[60] The Application is allowed, in part.

[61] The Landlord has established a total claim of \$1,757.84, calculated as follows:

Item	Amount
Countertop	\$895.34
Floor remediation	\$575.00
Cleaning & garbage removal	\$287.50
<b>Total</b>	<b>\$ 1,757.84</b>
Less security deposit plus interest	<b>(\$1,746.00)</b>
<b>Net amount owed</b>	<b>\$11.84</b>

[62] The Landlord will keep the Tenants' security deposit plus interest, in the amount of \$1,746.00

[63] The Tenants must pay the Landlord \$11.84 by the timeline below.

### IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit plus interest, in the amount of \$1,746.00.
2. The Tenants must pay the Landlord \$11.84 by July 13, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 12th day of June, 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.