

INTRODUCTION

- [1] This decision addresses the Landlord's application 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 Tenants' security deposit, including interest and additional compensation for cleaning and repairs, in the total amount of \$500.00.
- [3] The security deposit plus interest totals \$479.42.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment in a 35-unit building owned by the Landlord since December 2023 (the "Residential Property").
- [5] On August 16, 2019 the Tenants and the former landlord entered into a fixed-term tenancy agreement for the period of September 1, 2019 to August 31, 2020, which continued on a monthly basis. The Tenants paid a \$435.00 security deposit to the former landlord. Rent in the amount of \$947.30 was due on the first day of the month.
- [6] On February 28, 2026 the Tenants vacated the Unit and the tenancy ended.
- [7] On March 13, 2026 at 8:09 p.m. the Landlord e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the Tenants' security deposit, plus interest and additional compensation for cleaning and repairs (the "Application").
- [8] The Application was considered filed on the next business day, Monday, March 16, 2026.
- [9] On May 1, 2026 the Rental Office provided the parties notice of a tele-hearing scheduled for June 4, 2026.
- [10] On May 20, 2026 the Rental Office provided the parties a TitanFile link to a 22-page PDF and 3-video evidence package.
- [11] On June 4, 2026 the Landlord submitted 35-pages of additional evidence. The additional evidence was forwarded to the Tenants.
- [12] On June 4, 2026 the Landlord's representative (the "Representative") and one of the Tenants, representing the Tenants (the "Tenant") participated in the tele-hearing. The Tenant confirmed that she received the evidence package and the Landlord's additional evidence. The Representative stated that he did not receive the evidence package. I e-mailed the 22-page and 3-video evidence package to the Representative. The parties confirmed that all evidence submitted to the Rental Office was included. I postponed the tele-hearing for ten minutes to allow the parties time to review all the evidence and additional evidence submitted.

DISPOSITION

- [13] The Landlord's claims are established in part. The Landlord will keep \$208.08 from the Tenants' security deposit.
- [14] The Landlord must pay the Tenants \$271.34 by the timeline below.

ISSUE

- A. Has the Landlord established claims against the Tenants for cleaning and repairs?

ANALYSIS & FINDINGS

- [15] When a party makes an application to the Rental Office, the onus is on that party to support their application with compelling evidence. In this case, the Landlord has the onus to prove their claims on the civil standard of a balance of probabilities.
- [16] The Landlord is seeking to keep the Tenants' security deposit, plus interest for cleaning costs and repairs to the walls, baseboards and toilet seat.
- [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...*
- [18] The Landlord's evidence was summarized by the Representative.
- [19] The Representative stated that the photographs submitted into evidence were taken on March 10, 2026 by the Residential Property's ambassador. The Representative stated that the Tenants left the Unit in an unclean condition that required approximately ten hours of cleaning.
- [20] The Representative stated that there was damage to the Unit's walls, baseboards and the toilet seat beyond reasonable wear and tear.
- [21] The Representative stated that there were no invoices for the cleaning and maintenance because they were completed by the Landlord's cleaning and maintenance staff.
- [22] The Landlord did submit some invoices for materials.
- [23] The Tenants' evidence was summarized by the Tenant.
- [24] The Tenant stated that the Landlord did not complete a move-out inspection report. The Tenant stated that approximately two weeks before moving out two of the Landlord's representatives did a walkthrough of the Unit.
- [25] The Tenant stated that the Unit was fully cleaned before the Tenants moved out. The Tenants submitted photographs of the Unit at the end of the tenancy.
- [26] The Tenants also submitted three videos of the Unit at the end of the tenancy.
- [27] The Tenant admitted the Tenants caused damage to the toilet seat, and that the Tenants' cat may have caused some scratches to the walls. The Tenant stated that after a seven-year tenancy, there would be wear and tear to the walls and baseboards and the Unit would need to be repainted.
- [28] I have reviewed the evidence presented.
- [29] I find that the Landlord's claims are established, in part, in the total amount of \$208.08.
- [30] Based on the evidence presented, I find that the Landlord's evidence does not establish the Unit was below a standard of reasonably clean. Further, I find that there is insufficient evidence of the costs associated with any cleaning for the Unit after the tenancy ended.

- [31] I find that the evidence presented establishes that there was damage to the toilet seat and walls, which was caused by the Tenants and was beyond reasonable wear and tear. I find that the Landlord's claims for replacing the toilet seat and a portion of having to sand and repair the walls is established.
- [32] 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.
- [33] The Landlord's claims are allowed in part, the Landlord may keep \$124.15 for repairs to the walls and baseboards, and \$83.93 for the toilet seat replacement, for a total amount of \$208.08.
- [34] I find that the Landlord is entitled to keep \$208.08 from the Tenants' security deposit, calculated as follows:

Item	Amount
Security deposit	\$435.00
Interest (16 AUG 2019 to 26 JUN 2026)	\$44.42
Less amount retained	-\$208.08
Total	\$271.34

- [35] The Landlord must return the remaining balance to the Tenants, in the amount of \$271.34 by the timeline below.
- [36] Regarding the Tenants' position that the Landlord did not complete a move-out inspection report, I find that section 109 of the *Act* states:

Sections 18 and 38 of this Act do not apply to a landlord or tenant in respect of a tenancy that started before the date this Act comes into force.

- [37] In this case, the tenancy started September 1, 2019 and the *Act* did not come into force until April 8, 2023. Therefore, no move-in or move-out inspection report was required by the Landlord or the Tenants.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$208.08 from the Tenants' security deposit.
2. The Landlord must pay the Tenants \$271.34 by July 27, 2026.

DATED at Charlottetown, Prince Edward Island, this 26th 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.