

INTRODUCTION

- [1] This decision addresses two applications filed by the Tenant and the Landlord with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Tenant seeks reimbursement against the Landlord for towels, rugs, cleaning services and seam filling, in the total amount of \$1,041.07. The Tenant also seeks the return of the security deposit plus interest.
- [3] The Landlord seeks to keep the Tenant’s security deposit, plus interest and additional compensation, in the amount of \$300.00.
- [4] The security deposit plus interest totals \$1,333.97.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom apartment in an 18-unit building (the “Residential Property”).
- [6] On July 1, 2021 the Tenant and the former owner entered into a written, fixed-term tenancy agreement. At the beginning of the tenancy the Tenant paid the former owner a \$1,225.00 security deposit. At the end of the fixed term the tenancy continued on a monthly basis. Rent in the amount of \$1,225.00 was due on the first day of the month
- [7] On April 1, 2025 the Landlord purchased the Residential Property and the tenancy continued.
- [8] On July 29, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking a determination that the Landlord contravened the Tenant’s rights under the Act.
- [9] On July 31, 2025 the Tenant e-mailed the Landlord and the Rental Office an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) seeking reimbursement against the Landlord. In response to the Landlord’s claims the Tenant also seeks the return of the security deposit plus interest.
- [10] On September 27, 2025 the parties completed a move-out inspection, and the Tenant vacated the Unit.
- [11] On September 30, 2025 the tenancy ended by mutual agreement.
- [12] On October 13, 2025 the Landlord e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the Tenant’s security deposit, plus interest and additional compensation (the “Landlord Application”).
- [13] The Landlord requested additional time to complete repairs to the Unit, in order to determine accurate costs related to the Landlord Application.
- [14] On May 22, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for June 11, 2026. Additional time was required for the Rental Office’s proceedings because the Landlord required an interpreter and the parties received additional time to submit evidence.
- [15] On June 3, 2026 the Rental Office provided the parties a TitanFile link to a 219-page PDF and 4-video evidence package.

- [16] On June 11, 2026 the Tenant, the Tenant's witness, the Landlord's representative (the "Representative") and an interpreter participated in the tele-hearing. The Tenant confirmed that she received the evidence package and all evidence submitted to the Rental Office was included. The Representative confirmed that she received the PDF document, however, she did not receive the 4-videos. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package.
- [17] I e-mailed the Representative the 4-videos. The Representative was provided an opportunity to respond to the videos. On June 12, 2026, the Representative e-mailed the Rental Office a written response to the Tenant's video evidence. The e-mail was forwarded to the Tenant.

PRELIMINARY MATTERS

- [18] Parts of the Tenant Application state that the Tenant wants to file a "*formal complaint regarding the conduct and performance of the [Representative].*" The Tenant Application also stated that the Tenant wanted a "*full review of the [Representative's] conduct and management practices.*"
- [19] During the tele-hearing, I informed the parties that the Tenant Application's above-mentioned requests were more appropriately suited for the complaint and investigation division of the Rental Office, and not the application and adjudication process, which this tele-hearing includes. I will not make any determination regarding the Tenant's allegations against the Representative, other than the facts related to the Tenant's claim for compensation related to the repair and maintenance to the washing machine.
- [20] The Tenant Application also requested repairs to the washing machine. However, as the Tenant has vacated the Unit and the tenancy ended, I will not determine the Tenant's repair request.

DISPOSITION

- [21] The Tenant has not established their claims for reimbursement against the Landlord.
- [22] The Landlord must return the Tenant's security deposit plus interest by the timeline below because the Landlord has not established its claims.

ISSUES

- A. Must the Landlord reimburse the Tenant for towels, rugs, cleaning services and seam filling?
- B. Has the Landlord established claims against the Tenant to keep the security deposit and additional compensation?

ANALYSIS & FINDINGS

- [23] 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, both the Tenant and the Landlord have the onus to prove their claims on the civil standard of a balance of probabilities.

Issue A. The Tenant's compensation

- [24] The Tenant is seeking reimbursement against the Landlord for replacing towels and rugs, in the amount of \$305.77, and reimbursement for cleaning and repairs, in the amount of \$735.30. The Tenant's total claim against the Landlord is \$1,041.07.

1. Towels and rugs, in the amount of \$305.77

- [25] The Tenant stated that in July 2025 and August 2025, the Unit's washing machine stopped working. The issue with the washing machine was reported to the Landlord, but the washing machine remained unusable for an extended period of time.
- [26] The Tenant stated that her neighbour allowed her to use their washing machine.
- [27] The Tenant stated that the Representative's son arrived at the Unit and inspected the washing machine. No further work was completed and the Representative suggested that the washing machine was working properly and the issue was user-error.
- [28] The Tenant stated that a technician ended up coming to the Unit around August 11, 2025. The technician found that the washing machine's spin was not working and was able to fix the washing machine.
- [29] The Tenant stated that due to the Landlord's delays, many towels were ruined. The washing machine stopped working mid-wash, which caused the towels and rugs to be musty and mouldy.
- [30] The Tenant submitted 4 videos into evidence. The Tenant stated that the videos were taken on July 29, 2025 demonstrating the issues with the washing machine.
- [31] The Tenant stated that due to her work schedule she was unable to take the towels and rugs to the laundromat quickly to dry.
- [32] In September 2025 the Tenant purchased towels and rugs, for a total amount of \$305.77.
- [33] The Representative disputed the Tenant's claim.
- [34] The Representative stated that on the July 18, 2025 weekend the Tenant reported the washing machine issue. On the following Monday, the Representative replied to the Tenant's issue.
- [35] The Representative stated that a professional was not available so the following day the Representative had an agent go to the Unit to inspect the washing machine. No reported damage was given by the agent.
- [36] The Representative stated that approximately ten days later the Tenant complained again about the washing machine. The Representative stated that the issue was dealt with in a timely manner.
- [37] The Representative disputed the authenticity of the 4 videos. The Representative also stated that the laundry was removed from the washing machine. The Representative submitted photographs of the washing machine dated July 22, 2025.
- [38] The Representative stated that the Tenant had a duty to mitigate losses. The Tenant did not attempt to take the towels and rugs to the laundromat and waited until September 2025 to purchase new towels and rugs.
- [39] I have reviewed the evidence presented and for the reasons below, I find that the Tenant's evidence does not establish a valid claim against the Landlord.
- [40] The evidence presented establishes that the washing machine was having issues beginning mid-July 2025. The washing machine was fixed in early-August 2025.
- [41] The Tenant is not seeking compensation for the time that the washing machine was unusable or compensation for any devaluation of the tenancy. Instead, the Tenant is seeking reimbursement for the towels and rugs being ruined due to the washing machine not working properly.

- [42] I find that the evidence does not support reimbursement in this case. The Tenant's evidence establishes that there was an issue with the washing machine. However, the evidence does not establish that the Landlord neglected the issue.
- [43] The Landlord sent an agent to inspect the Unit. The Tenant argues that the agent was the Representative's family-member and was not a professional. This may be true and this could have caused some delays in the overall repair of the washing machine, however, the evidence presented does not establish this was a primary reason for any delays.
- [44] Despite the timeline for the repairs, approximately July 18, 2025 to August 11, 2025, the Tenant had a duty to mitigate. I find that the Tenant could have taken the towels, rugs or any wet laundry to a laundromat or could have requested use of a neighbour's dryer. Instead, the Tenant allowed the wet laundry to remain, collecting mould and becoming ruined.
- [45] I find that the Tenant may have had a claim for a nominal return of rent due to the tenancy being devalued. However, I find that the Tenant has not established a valid claim for reimbursement as requested in the Tenant Application. The claim is denied.

2. Cleaning and seam filling in the amount of \$735.30

- [46] The Tenant stated that at the end of the tenancy she hired a cleaning services company to clean the Unit. The Tenant submitted into evidence a receipt dated September 22, 2025, in the amount of \$480.00.
- [47] The Tenant stated that she also did repairs and seam filling to the walls, in the amount of \$255.30.
- [48] The Tenant stated that despite spending her own money the Landlord sent an extensive list of damages and wants to keep her security deposit.
- [49] I find that the evidence presented establishes that the Tenant took additional steps to ensure the Unit was reasonably clean and that any damage caused by the Tenant was repaired. Generally, such costs are deducted from a tenant's security deposit, or awarded to a landlord in a security deposit dispute if established on the evidence.
- [50] In this case, the Tenant willingly completed the tasks at her own cost. I find that the evidence does not establish that the Landlord demanded the Tenant hire a cleaning company or professionals. I find that the Tenant is not entitled to reimbursement for the cleaning and seam filing costs.

Issue B. Determination of the security deposit

- [51] The Landlord is seeking to keep the Tenant's security deposit, plus interest and additional compensation for repairs and replacement of some items.
- [52] 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...*
- [53] For the reasons below, I find that the Landlord has not establish valid claims against the Tenant to keep the security deposit.
- [54] The Landlord's evidence is that it cost approximately \$1,525.00 to repair the walls, paint the walls and replace screens, wood blinds, and a microwave in the Unit.

- [55] However, the Tenant's evidence is that any damage to the walls was repaired and that the remaining repairs, including painting is considered reasonable wear and tear. The Tenant's evidence also includes move-in and move-out photographs. The move-in photographs show some pre-existing damage inside the Unit.
- [56] I find that the Landlord has not provided sufficient evidence to establish that the Tenant left the Unit unreasonably clean or damaged beyond reasonable wear and tear. Any damage or cleanliness issues were addresses by the Tenant at the end of the tenancy.
- [57] Therefore, the Landlord will return the Tenant's security deposit, plus interest by the timeline below.
- [58] The Tenant Application is allowed in part.
- [59] The Landlord Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Landlord will pay the Tenant \$1,333.97 by August 20, 2026.

DATED at Charlottetown, Prince Edward Island, this 20th day of July, 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.