

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks to keep part of the security deposit for disposing of a television, cleaning and painting.
- [3] The Tenants seek the return of the security deposit.

BACKGROUND

- [4] The Unit is a two-bedroom, two-bathroom apartment located in a six-unit building. There was a major renovation of the building that was completed around September of 2022.
- [5] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from June 1, 2024 to May 31, 2025 (the “Tenancy Agreement”). A security deposit of \$1,150.00 was paid around the beginning of the tenancy. Rent in the amount of \$2,300.00 was due on the first day of the month. The tenancy continued on a monthly basis at the end of the fixed-term.
- [6] During the last week of January, the Tenants gave notice to end the Tenancy Agreement on February 28, 2026.
- [7] On February 28, 2026 the tenancy ended.
- [8] On March 10, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep part of the Tenants’ security deposit for cleaning and painting, in the amount of \$816.25. The Landlord also seeks \$43.00 for disposal of personal property.
- [9] On March 11, 2026 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking the return of the entire security deposit. The Landlord returned to the Tenants \$382.74 of the security deposit funds.
- [10] On June 9, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for July 21, 2026.
- [11] On July 7, 2026 the Rental Office issued an evidence package containing a 46-page PDF and one video from the Tenants (“EP”).
- [12] On July 8, 2026 the Landlord filed with the Rental Office and served the Tenants with an email containing additional evidence, being a 35-page PDF (“AE”).
- [13] On July 21, 2026 the Landlord, the Landlord’s witness and the Tenants participated in the hearing. The parties confirmed that everything previously submitted for this matter was included in the evidence package and the additional evidence.

DISPOSITION

- [14] The Landlord will keep part of the Tenants’ security deposit, in the amount of \$43.00.
- [15] The Landlord must return to the Tenants the remaining security deposit funds, in the amount of \$782.42, by the timeline below.

ISSUE

- A. Can the Landlord keep part of the Tenants’ security deposit for cleaning and painting?

ANALYSIS

[16] At the hearing the Tenants admitted that they left a television at the Unit. The Tenants agreed to a deduction for the Landlord's television disposal cost, in the amount of \$43.00.

[17] Clause 39(2)(a) of the *Act* provides the cleaning and damage standards at the end of a 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 has the onus to prove their claims against the Tenants on the civil standard of a balance of probabilities.

[19] For the reasons below, I find that the Landlord's cleaning and damage claims are denied due to insufficient evidence.

Cleaning

[20] The Landlord claims against the Tenants in the amount of \$316.25 for cleaning the Unit.

[21] The Landlord provided a cleaning invoice and a March 11, 2026 email from the Landlord's cleaner.

[22] The Tenants provided evidence regarding many hours that they spent cleaning the Unit at the end of the tenancy.

[23] I have limited objective evidence showing the condition of the Unit as of February 28, 2026, the end date of the tenancy, such as photographs and videos.

[24] The Landlord stated that this happened to be a time of significant changeovers and the Landlord did not have the level of documentation that the Landlord would normally have collected.

[25] The Tenants submitted two photographs of the bathroom that they state were taken on February 16, 2026 (EP33). These photographs show the Unit in reasonably clean condition. The Tenants also submitted a photograph from when they were packing to move out of the Unit, which also appears reasonably clean (EP36).

[26] The Tenants stated that one of the Landlord's photographs of a bathroom (AE22) was taken before the Tenants had finished cleaning. The image is not date stamped and the Landlord was unsure of the date the photograph was taken. It is unclear to me whether this photograph shows the final move-out condition.

[27] I also do not have objective evidence showing the Unit's initial condition at the beginning of the tenancy.

[28] The Landlord did not complete the mandatory move-in and move-out inspection reports that are required under sections 18 and 38 of the *Act*.

[29] Completing these inspections and reports provides additional evidence regarding cleaning and damage issues. The message correspondence shows that on February 27, 2026 the Tenants requested to meet up with the Landlord to return the Unit's keys. The Landlord did not respond to the Tenants' message until March 3, 2026.

- [30] Subsection 38(2) required the Landlord to provide the Tenants with two reasonable opportunities for a joint inspection. It does not appear that the Landlord offered these opportunities. If the Landlord followed the inspection requirements, then there would be better evidence regarding the Unit's condition.
- [31] Under the *Act*, the Tenants were only responsible to leave the Unit in reasonably clean condition. The Tenants were not responsible for a higher level of cleanliness, such as move-in ready for the next occupants or deep-cleaned condition.
- [32] For these reasons, I find that the Landlord has provided insufficient evidence to establish the cleaning claim.

Painting

- [33] The Landlord claims against the Tenants the amount of \$575.00 for painting the entire Unit. The Landlord stated that the Unit's walls were newly painted at the beginning of the tenancy. The Landlord submitted into evidence an invoice from the painter.
- [34] The Landlord submitted some undated photographs into evidence regarding marks and scuffs on the Unit's walls at the end of the tenancy.
- [35] However, I find that these photographs show reasonable wear and tear commensurate with a tenancy that lasted over one-and-a-half years.
- [36] The evidence of both parties is that the Tenants put stickers on the living room ceiling.
- [37] However, the evidence presented does not establish that stickers on the ceiling of one room necessitated painting the entire Unit, which is the amount that the Landlord has claimed for.
- [38] I have already determined that the wall marks and scuffs were reasonable wear and tear. If the Landlord would repaint the entire Unit due to the reasonable wear and tear wall damage, then the stickers did not cause the entire Unit to be repainted.
- [39] The Landlord did not take photographs of the stickers. As a result, I do not have objective evidence to assist with my determination of this claim.
- [40] Further, the Landlord started painting the Unit before the tenancy ended and without completing the mandatory move-out inspection. The Tenants may have been able to address the stickers issue before the painting started had this issue been identified through a move-out inspection beforehand.
- [41] I note that, until the tenancy ended, the Landlord was required to provide notice to the Tenants under section 23 or obtain the Tenants' permission to access the Unit for the painting work.
- [42] The painter's invoice does not identify how much time or materials specifically related to the stickers and the painter did not appear as a witness at the hearing to provide details regarding the ceiling stickers issue.
- [43] For these reasons, I find that the Landlord has provided insufficient evidence to establish the painting claim against the Tenants.

CONCLUSION

- [44] The amount of \$43.00 is deducted from the Tenants' security deposit and retained by the Landlord. The Landlord must pay the Tenants the remaining security deposit funds, in the amount of \$782.42, by the timeline below, calculated as follows:

Item	Amount
Security deposit	\$1,150.00
Interest (1 JUN 2024 to 10 MAR 2026)	\$49.86
Interest (11 MAR 2026 to 24 JUL 2026)	\$8.30
Amount returned on 11 MAR 2026	-\$382.74
Television disposal	-\$43.00
Balance:	\$782.42

Tenancy Agreement Content

- [45] The Landlord used an outdated form for the Tenancy Agreement (EP11 to 17), being the *Form 1 - Standard Form of Rental Agreement*.
- [46] This form is from the *Rental of Residential Property Act* (the "*Former Act*") and the related regulations, which have not been in force since April 7, 2023.
- [47] The *Residential Tenancy Act* has been in force since April 8, 2023. The Tenancy Agreement is dated May 10, 2024, over one year later.
- [48] The current standard form is the *Form 1 - Standard Form of Tenancy Agreement*, which is available on the Rental Office's website: <https://peirentaloffice.ca/forms/>
- [49] Subsection 11(2) of the *Act* requires landlords to include the following information in tenancy agreements:

The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes

- (a) the provisions set out in Division 4;*
- (b) the correct legal names of the landlord and tenant;*
- (c) the address of the rental unit;*
- (d) the date the tenancy agreement is entered into;*
- (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
- (f) the services and facilities included in the rent;*
- (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
- (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
- (i) the agreed terms in respect of*
 - (i) the date on which the tenancy starts,*
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) the amount of rent payable for a specified period,*
 - (v) the day on which the rent is due and the frequency of payment, and*
 - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.*

[50] The Landlord must ensure that all of their tenancy agreements contain the mandatory information.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep part of the Tenants' security deposit, in the amount of \$43.00.
2. The Landlord must return to the Tenants the remaining security deposit funds, in the amount of \$782.42, by August 24, 2026.

DATED at Charlottetown, Prince Edward Island, this 24th day of July, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.