

INTRODUCTION

- [1] This decision addresses an application filed by the Landlord 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, repairs to damage, garbage removal and outstanding utilities, totalling \$2,422.22.
- [3] The security deposit, including interest totals \$1,530.83.

BACKGROUND

- [4] The Unit is a four-bedroom, one-bathroom single family dwelling that the Landlord has owned since September 30, 2023.
- [5] On October 25, 2025 the parties entered into a written, fixed-term tenancy agreement, from November 1, 2025 to October 31, 2026 (the "Tenancy Agreement"). Rent in the amount of \$1,900.00 was due on the first day of the month. At the start of the tenancy the Tenants paid the Landlord a \$1,500.00 security deposit.
- [6] The parties had a prior Rental Office dispute.
- [7] On February 3, 2026 the Rental Office issued Orders LD26-045 and LD26-046, ending the tenancy and ordering the Tenants to vacate on February 10, 2026. The Landlord was also awarded a monetary order for rent owing and the option to keep the Tenants' security deposit, including interest to offset the rent owing. The Landlord declined this option.
- [8] On February 10, 2026 the Tenants vacated the Unit and the tenancy ended.
- [9] On February 25, 2026 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, including interest and additional compensation (the "Application").
- [10] On June 12, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for July 16, 2026.
- [11] On June 24, 2026 the Rental Office issued the parties a TitanFile link to a 33-page PDF and 3-video evidence package.
- [12] On July 16, 2026 the Landlord participated in the tele-hearing. I telephoned and e-mailed the Tenants and received no response. After ten-minutes from the scheduled time the tele-hearing proceeded in the Tenants' absence. The Landlord confirmed that all evidence submitted to the Rental Office was included in the evidence package.

DISPOSITION

- [13] The Landlord's claims are established in part, totalling \$2,172.22. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,530.83.
- [14] The Tenants must pay the Landlord \$641.39 by the timeline below.

ISSUE

- A. Has the Landlord established valid claims against the Tenants to keep the security deposit, including interest and additional compensation?

ANALYSIS & FINDINGS

- [15] 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 burden of proof lies with the Landlord, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.
- [16] The Landlord seeks compensation against the Tenants for repairs to damage beyond reasonable wear and tear, cleaning, garbage removal, outstanding utilities and refilling the oil tank, totalling \$2,422.22, calculated below.

Item	Amount
Repairs	\$400.00
Cleaning & Garbage removal	\$937.25
Pro-rated February 2026 utilities	\$32.78
Refilled oil tank	\$1,052.19
Total	\$2,422.22

- [17] Clause 39(2)(a) of the *Act* provides the cleanliness and damage standard at the end of the tenancy, stating in part, 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...*

Repair of Damages

- [18] To be successful, the Landlord must establish that the Tenants caused damage beyond reasonable wear and tear; the damage occurred during the Tenants' occupancy; the damage was attributable to the Tenants rather than another cause; and the compensation claimed reasonably flows from that damage.¹
- [19] The Landlord submitted photographs and videos showing the condition of the Unit at the end of the tenancy. Included in the Landlord's evidence were receipts and invoices stating the cost to repair the Unit.
- [20] The Landlord stated that a closet door and cabinet was broken and needed repairs. The Landlord stated that he paid \$400.00 to have the repairs done and to remove the excess garbage from the basement. The Landlord stated that a built-in dresser was also ripped out of the Unit.
- [21] In a written statement in the evidence, one of the Tenants (the "Tenant") stated that damages in the Unit pre-existed the tenancy.
- [22] The Tenants did not participate in the tele-hearing to provide further evidence or to answer questions under affirmation. The Tenants also did not submit any documentary evidence to support their written statements.

¹ *Juanita v Harshit Walia aka Harshit Singh Ahluwalia* 2026 PEIRAC 47 para. 26

- [23] I find that the evidence presented establishes that the Tenants caused damage to the Unit beyond reasonable wear and tear. The Landlord's \$400.00 repair cost and garbage removal is supported by the evidence. This claim is allowed in the amount of \$400.00.

Cleaning and Garbage Removal

- [24] The Landlord submitted a quote from Ontime Cleaning Services, totalling \$937.25. The Landlord stated that the Unit was unclean and a lot of garbage was left inside and outside the Unit. The quote includes cleaning specific areas of the Unit; deep cleaning the Unit and removing garbage.
- [25] I find that the evidence presented establishes that Landlord's claims in part.
- [26] I find that the Tenants were responsible to leave the Unit reasonably clean. In other words, the Tenants were not responsible to leave the Unit professionally clean. In these circumstances, I reduce the amount to remove the \$250.00 deep cleaning fee. The Landlord's room cleaning and additional garbage removal fee is allowed, totalling \$687.25.

Outstanding Utilities

- [27] The Landlord submitted utility invoices. The Landlord stated that he is seeking unpaid utilities, pro-rated for 10 days in February 2026, totaling \$32.78.
- [28] I find that evidence presented establishes that the tenancy ended February 10, 2026 and that utilities were the Tenants responsibilities. The previous Rental Office monetary Order did not include the pro-rated utilities up to February 10, 2026. This claim is allowed, totalling \$32.78.

Refilled oil tank

- [29] The Landlord submitted a photograph of the oil tank at the end of the tenancy and an invoice from Noonan Petroleum Ltd, totalling \$1,052.19.
- [30] The Landlord stated that it was the Tenants' responsibility under the Tenancy Agreement to refill the oil tank at the end of the tenancy. The Landlord stated that the Tenants did not refill the oil tank before vacating.
- [31] I find that the Landlord's evidence establishes a valid claim against the Tenants for refilling the oil tank, totalling \$1,052.19.

CONCLUSION

- [32] The Application is allowed, in part. The Landlord has established valid claims against the Tenants totalling \$2,172.22.
- [33] The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,530.83.
- [34] The Tenants must pay the Landlord \$641.39 by the timeline below, calculated below.

Item	Amount
Landlord's established claim	\$2,172.22
Less security deposit	-\$1,500.00
Less interest (25 OCT 25 to 30 JUL 26)	-\$30.83
Total	\$641.39

Move-in and move-out inspections

- [35] All tenancy agreements commencing on or after April 8, 2023 require both written move-in and move-out inspection reports under sections 18 and 38 of the *Act*. The inspection reports (the *Form 5 – Landlord Condition Inspection Report*) are available on the Rental Office's website.

Tenancy Agreement

- [36] On all tenancy agreements commencing on or after April 8, 2023, landlords are **required** to prepare written tenancy agreements in accordance with sections 10 and 11 of the *Act*.
- [37] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements, such as the rent and services included in the previous tenancy for the rental unit.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, totalling \$1,530.83.
2. The Tenants must pay the Landlord \$641.39 by August 31, 2026.

DATED at Charlottetown, Prince Edward Island, this 30th 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.