

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks \$2,153.97 in compensation and to apply the security deposit to set off part of the claim.

BACKGROUND

- [3] The Unit is a room with shared common spaces in the upstairs portion of a house (the “Residential Property”) that the Landlord owns. There is also a separate two-bedroom apartment in the lower portion of the Residential Property.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit for the period of March 1, 2025, to June 30, 2025. The tenancy then continued monthly. The rent was \$700.00 and was due on the first day of the month. A \$700.00 security deposit was paid on February 28, 2025.
- [5] On March 31, 2026, the Tenant moved out of the Unit, and the tenancy ended.
- [6] On April 7, 2026, the Landlord emailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking to keep the security deposit and additional compensation.
- [7] On May 12, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 16, 2026.
- [8] On June 10, 2026, the Rental Office emailed the parties notice of a rescheduled tele-hearing for July 7, 2026.
- [9] On June 24, 2026, the Rental Office shared with the parties four videos and a 92-page PDF (the “Evidence Package”) via TitanFile.
- [10] On July 7, 2026, the Landlord called into the tele-hearing. I telephoned the Tenant and e-mailed him an additional copy of the tele-hearing notice. The Tenant did not call in to the tele-hearing, and it proceeded 10 minutes after the scheduled time.
- [11] The Landlord confirmed receipt of the Evidence Package and stated that all evidence submitted to the Rental Office was included.
- [12] On July 13, 2026, the Landlord submitted additional evidence, which was forwarded to the Tenant. The Tenant provided no additional submissions to this additional evidence.
- [13] On July 24, 2026, I requested additional submissions from the parties regarding the Landlord’s repair claims. Both parties provided additional evidence, which was shared with the other party.
- [14] On August 3, 2026, I requested additional submissions from the Landlord regarding the Landlord’s pest control claim. The Landlord provided additional evidence, which was shared with the Tenant. No further submissions were provided after this date.

DISPOSITION

- [15] The Landlord will keep \$649.97 of the security deposit.
- [16] The Landlord must return the security deposit balance of \$76.25 to the Tenant by the timeline below.

ISSUE

- A. Must the Tenant compensate the Landlord for repairs, cleaning, and pest treatment?

EVIDENCE**Landlord's evidence and submissions**

- [17] The Tenant and two other tenants ("T1" and "T2") each occupied one of the three bedrooms in the upstairs portion of the Residential Property and shared the common spaces. The Landlord did not complete a move-in inspection report but did provide photos of the Residential Property before the tenants moved in and videos and photographs after the Tenant and T1 moved out. The Landlord also submitted communications between the parties as evidence.
- [18] The Tenant and T1 moved out on March 31, 2026, and their rooms were not re-rented. T2 is still living in the Residential Property until the Landlord decides if she is going to move back in or sell the Residential Property.
- [19] On July 25, 2025, the Landlord found the kitchen counter was damaged, and the Tenant admitted to causing the damage. The cost of the repair was \$394.00, and the Landlord and Tenant agreed in writing that the Landlord could retain this amount of the security deposit for this repair cost.
- [20] After the Tenant and T1 moved out of the Residential Property, the Landlord was required to repair the living room wall for \$300.00. T2 told the Landlord that he did not use the living room, and the Landlord is not seeking any compensation from T2 for the living room repair. The Landlord stated she is seeking \$150.00 from the Tenant for half of this expense.
- [21] The Tenant did not return his keys upon vacating, and it cost the Landlord \$14.47 to cut three new keys.
- [22] The handle on the kitchen fridge was damaged, and it cost the Landlord \$40.00 to repair. As all three tenants used the fridge, the Landlord is seeking \$13.00 from the Tenant, which is one-third of the expense.
- [23] The Tenant and T1 left their rooms and the shared common spaces unclean, and they left garbage and furniture in the Residential Property. The Landlord paid a cleaner \$403.00 to clean the Tenant's room, T1's room, and the shared areas. The Landlord is seeking \$201.50, which is one-half of this expense. The Landlord stated the Tenant agreed in writing that the Landlord could retain part of the security deposit for his portion of the cleaning costs.
- [24] It took two people approximately one hour, plus approximately \$10.00 in dump fees, to dispose of the garbage, furniture, and items the Tenant left in his room and in the Residential Property. The Landlord is seeking \$40.00 in compensation for the labour and dump fees.

- [25] After the Tenant and T1 moved out, the Landlord found cockroaches and bedbugs in the upstairs portion of the Residential Property where the tenants lived. She stated there are no pests in the downstairs portion of the Residential Property, but the whole house needs to be treated. The Landlord stated it will cost approximately \$4,025.00 to treat the Residential Property, and she is seeking \$1,341.00 from the Tenant, which is one-third of this expense.
- [26] On August 4, 2026, the Landlord submitted additional evidence and stated the first pest treatment was completed on July 31, 2026, and she submitted an updated invoice of \$3,967.50.

The Tenant's evidence and submissions

- [27] The Tenant did not participate in the hearing but provided written submissions. The Tenant stated that because three tenants lived in the Residential Property, the damages should be divided by three and not just between the Tenant and T1. The Tenant stated that he agreed that the cleaning expenses could be deducted from the security deposit.
- [28] In the Tenant's submissions, he submitted a text message he sent to the Landlord agreeing that the Landlord could keep \$394.00 of the security deposit for the kitchen damage. In the message, he denied that the garbage left in the Residential Property or the food in the fridge belonged to him.
- [29] In the Tenant's post-hearing submission, the Tenant stated: "*I already sent evidence, and mine was 83 dollars owing from the Landlord just to avoid discrepancies.*"

ANALYSIS AND FINDINGS

- [30] Clause 39(2)(a) of the Act states

(2) 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.

- [31] The burden of proof lies with the Landlord as the party advancing their claims. The applicable standard is proof on a balance of probabilities. To be successful, the Landlord must establish that the Tenant caused alleged damage beyond ordinary wear and tear; the damage occurred during the Tenant's occupancy; the damage was attributable to the Tenant rather than another cause; and the compensation claimed reasonably flows from that damage.
- [32] The evidence, including the parties' written agreement and the Landlord's supporting documentation, establishes that the Tenant agreed the Landlord could retain a portion of the security deposit for the kitchen damage and cleaning. Therefore, I find that the Landlord has established the \$394.00 kitchen damage claim and the \$201.50 cleaning claim. I also find that the Landlord has provided sufficient evidence to establish the key replacement claim of \$14.47.
- [33] Regarding the \$40.00 garbage removal claim, despite the Tenant stating that the garbage did not belong to him, I find that the Landlord's photographs and videos are sufficient to establish that the Tenant failed to leave the Residential Property reasonably clean and left garbage and furniture in the Residential Property which required disposal.

Living room and fridge

- [34] The Landlord has not established, on a balance of probabilities, that the Tenant was responsible for the living room or fridge damage. The primary difficulty with the Landlord's claims for the living room and fridge damage is the absence of persuasive evidence establishing that the Tenant was responsible for these damages.

- [35] The evidence establishes that the living room and kitchen were shared common areas used by three tenants throughout the relevant period. The Landlord stated that T2 denied damaging the living room, but T2 did not participate in the hearing and was not questioned under oath regarding this matter.
- [36] I find that the living room and kitchen were common areas used by multiple tenants and were not under the Tenant's exclusive control. In these circumstances, where multiple individuals had access to the living room and kitchen, I am unable to conclude, on a balance of probabilities, that the Tenant caused the damages.

Pest control

- [37] The Landlord is seeking that the Tenant pay \$1,341.00 of the pest treatment expense for the Residential Property.
- [38] I find that the Landlord has not established that the Tenant was responsible for the pest infestation. The evidence establishes that three tenants lived in the Residential Property during the relevant period and that the Residential Property was not under the Tenant's exclusive control. Additionally, the Landlord's initial pest company inspection occurred on May 25, 2026, which is almost two months after the Tenant moved out of the Residential Property.
- [39] The Landlord provided no expert or other evidence establishing when the infestation began, how it originated, or that the Tenant introduced it. As such, I am unable to conclude, on a balance of probabilities, that the Tenant caused the pest infestation, or that the Tenant must compensate the Landlord for this expense.

Tenancy agreement

- [40] All tenancy agreements commencing on or after April 8, 2023, require landlords to prepare written tenancy agreements in accordance with sections 10 and 11 of the Residential Tenancy Act. 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.

Condition inspection report

- [41] The Landlord did not complete a move-in or move-out inspection report of the Unit. All tenancy agreements commencing on or after April 8, 2023, require pre- and post-tenancy inspections. Subsections 18(3) and 38(3) of the Act require a landlord and tenant to complete a pre-tenancy and post-tenancy inspection report – a *Form 5 – Landlord Condition Inspection Report* found on the Rental Office's website.

CONCLUSION

- [42] The Application is allowed in part.
- [43] The Landlord has established claims totalling \$649.97 for repairs and cleaning.
- [44] The security deposit, including interest, is \$726.22.
- [45] The Landlord will return the security deposit balance of \$76.25 to the Tenant.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$649.97 of the security deposit.
2. The Landlord must return the security deposit balance of \$76.25 to the Tenant by September 8, 2026.

DATED at Charlottetown, Prince Edward Island, this 6th day of August, 2026.

(sgd.) Mitch King

Mitch King
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.