

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord claims against the Tenant to keep the security deposit plus additional compensation for cleaning and damage, in the total amount of \$40,429.41.

BACKGROUND

- [3] The Unit is a two-bedroom, one-and-a-half-bathroom townhouse, located in a triplex building (the “Residential Property”) that the property owner (the “Owner”) purchased in 2018. The Residential Property was built around 2017.
- [4] The Owner had an original property manager (“CM”) that managed the Unit from when the Owner purchased the Residential property in 2018 until shortly before the Landlord started managing the property on November 10, 2023.
- [5] The Tenant and CM entered into an oral, monthly tenancy agreement on July 1, 2019. At the beginning of the tenancy a security deposit in the amount of \$1,320.00 was paid. At the end of the tenancy, rent in the amount of \$1,390.87 was due on the first day of the month.
- [6] On September 26, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective October 31, 2025 under clauses 61(1)(c), (f) and (h) of the *Act* (the “Notice”).
- [7] On October 6, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine* with the Rental Office disputing the Notice.
- [8] On October 30, 2025 the parties participated in an earlier Rental Office tele-hearing to determine the Notice.
- [9] On November 6, 2025 the Rental Office issued Order LD25-395 which ordered as follows:
1. *The tenancy will end between the parties effective November 14, 2025 at 5:00 p.m.*
 2. *The Tenant and all occupants must vacate the Unit by this date and time.*
 3. *A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Act.*
- [10] On November 12, 2025 the Tenant appealed Order LD25-395 to the Island Regulatory and Appeals Commission (the “Commission”). The Tenant later withdrew the appeal.
- [11] On December 1, 2025 the Tenant vacated the Unit.
- [12] On December 15, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit plus additional compensation, in the total amount of \$30,704.84.
- [13] On February 25, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for April 23, 2026.
- [14] On March 24, 2026, at the Tenant’s request, the Rental Office sent the parties notice of a tele-hearing re-scheduled for May 21, 2026.
- [15] On April 24, 2026 the Landlord amended its application, seeking to keep the security deposit plus additional compensation, with the claims totaling \$40,429.41 (the “Application”).

- [16] On May 13, 2026 the Rental Office issued to the parties through TitanFile a 603-page PDF and two Tenant video recordings evidence package.
- [17] On May 21, 2026 the Landlord's representative (the "Representative"), the Owner, the Tenant and the Tenant's five witnesses (MW, SC, DUL, DAL and RL) participated in the Rental Office hearing. The parties confirmed that everything that they had previously submitted for this dispute was included in the evidence package, except for the Tenant's third video. The Tenant stated that this video showed a walk-through of the Unit at the end of the tenancy.
- [18] The Tenant attempted to send the video to the Rental Office during the hearing, however, it was not received by the Rental Office nor the Landlord. This video is not part of the evidence for this dispute. The Tenant sent the Rental Office an email from MW and provided a copy to the Landlord and the Owner. This additional email is part of the evidence.

DISPOSITION

- [19] The Landlord has established claims against the Tenant totaling \$4,133.73. The Landlord's other claims are denied.
- [20] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,461.33.
- [21] The Tenant must pay the Landlord additional compensation, in the amount of \$2,672.40, by the timeline below.

ISSUE

- A. Must the Tenant compensate the Landlord for damage, personal property disposal and cleaning?

EVIDENCE

- [22] The evidence of the parties is summarized below.

Landlord's Evidence

- [23] The Landlord's evidence is summarized as follows.
- [24] The Landlord manages about 600 rental units across Prince Edward Island and the Representative has his own rental units. The Unit was more "*beat up*" than any unit the Representative has seen.
- [25] The Tenant should have immediately reported moisture in the Unit. The Tenant may not have seen the damage because the Tenant had so much clutter in the Unit. The Tenant acknowledged in her testimony that she should have reported the floor water damage earlier.
- [26] The iron mark is not small or insignificant and the Tenant could have burned down the Residential Property.
- [27] The Unit needed to be painted and the trim repaired because of the Tenant allowed a damp, filthy environment, with grease stains on the kitchen exhaust opening. The Tenant acknowledged in her testimony that she deep-fried food regularly.
- [28] The Tenant did not use the Unit's HRV [heat recovery ventilator] system, which the Tenant acknowledged in her testimony. Any Unit with an HRV system with air flow to and from the property can have painting that lasts a long time.
- [29] The Tenant admitted that there was wall damage caused by the Tenant's family member and a friend.

- [30] Before the tenancy ended the Landlord sent electricians, HRV system specialists and heat pump technicians to the Unit but they could not access the required areas because of extensive garbage and belongings.
- [31] At the end of the tenancy, wall mounted heaters in the Unit were not functioning and could not be reinstalled. The Landlord's electrician's opinion was that the heaters were not safe to use because of the buildup of dirt and filth.
- [32] The Landlord responded to the Tenant's dryer repair complaint after it was reported properly in the portal. However, the Landlord could not access the dryer area because of the buildup of garbage and junk.
- [33] The Landlord provided an invoice dated March 25, 2026, inspection notes and repair notes. The Representative stated that 215 logged hours were included on the invoice from the Landlord's maintenance team.
- [34] The Landlord's photographs submitted into evidence were taken by various staff members. The photographs of the damage and repair work were from December 2025 onwards.
- [35] At the end of the tenancy, the Unit's keys and garage door fob were missing.

Owner's Evidence

- [36] The Owner's evidence is summarized as follows.
- [37] The Owner had hired a different property manager, CM, when the Owner purchased the Unit in 2018.
- [38] CM was expected to provide "*hands off management*" meaning that CM would take care of almost everything. The Owner wanted this type of management because he travelled a lot for work. For the first year or two the Owner took care of grass cutting. However, the Owner became busier and he requested that CM take over the grass cutting work.
- [39] Unfortunately, a few things "*slipped through the cracks*" with CM and eventually the Owner decided to part ways. CM provided property management services to the Owner until the Landlord took over management on November 10, 2023.
- [40] During the last three months of CM's management, the Owner did not officially tell CM that he was terminated, but the Owner was trying to figure out what was going on with the Residential Property. Once the Owner figured out what was happening, the Owner reached out to the Landlord and hired them to manage the Residential Property.
- [41] After the tenancy ended, the Owner did not take photographs or videos of the work as it was being done.
- [42] The Owner referred to the Landlord's photographs. These photographs show that the kitchen fridge was leaking.
- [43] The Tenant never called to report the water leaks in the Unit.
- [44] The Owner and his son ripped up all the flooring, underlay and baseboards and disposed of this waste at the Island Waste Management Corporation disposal site.

- [45] The Residential Property's other two units have not had their floors replaced. The floors have not separated or had water damage. There is gapping here and there, which happens with all laminate flooring, but nowhere near the gapping in the Unit. The Unit's water damage made things much worse.
- [46] Building codes now require air exchange systems. The Tenant had turned off the Unit's HVAC system for a while. Sometimes tenants turn off these systems to save money on electricity.
- [47] There is an air exchanger vent in the bathroom with a booster switch on the wall to turn on the HVAC system to increase the fan speed to remove moisture by extracting more air. The Tenant did not use this system while living in the Unit, which caused the moisture damage.
- [48] The Owner cleaned the air exchanger out and started to notice that it had not been used properly. The Owner apologized to the Tenant if CM never told her about the HVAC system. CM may have assumed that the Tenant knew what the air exchanger was and how to operate it.
- [49] The Owner used spackle to repair wall damage. Sometimes it took three or four applications and sanding for larger holes. The Tenant had previously tried to fix some damage but the work was poorly done because the spackle was not sanded down and reapplied.
- [50] The Owner removed all door knobs, door stops and light fixtures remaining in the Unit to facilitate painting. Some of the original items were missing.
- [51] The Owner sanded a windowsill for a couple of hours instead of replacing it.
- [52] The Owner requested oil-based coverall primer throughout the whole Unit because of the smell and the stains on the walls and the ceilings.
- [53] One of the other units in the Residential Property has the original paint and the other unit has only required touch-up paint in the living room.
- [54] The Landlord completed the painting work.
- [55] The Owner reinstalled and replaced doorknobs, light fixtures, puck lights, door stops, closet shelves, closet doors, electrical faceplates and trim.
- [56] The Owner replaced smoke detectors that the Tenant had removed. There was significant ceiling damage around one of the damaged smoke detectors. It looked like someone had tried to knock it down with a broom handle or a hockey stick. The Tenant had tried to repair the damage with spackle but the work was not done properly.
- [57] The Owner determined which kitchen cupboards had to be replaced. The Owner was able to find matching cupboards so it was not necessary to replace the entire kitchen.
- [58] The Owner responded to the Tenant's electrical system complaints and the microwave replacement.
- [59] The kitchen puck lights start to flicker and take time to turn on when they need to be replaced.
- [60] The circuit breaker was not an issue with the microwave. There was a bad fuse in the microwave which was a problem with that model. The Owner tried to fix it but the ordered parts did not work. Microwaves are a lot more "finicky" now and opening the microwave door while it still running can cause damage. The Owner could argue that the Tenant caused the damage, however, many people may not know about this issue. The Owner removed the microwave claim.

- [61] In December of 2025 the Landlord removed the dishwasher, fridge, washer and dryer from the Unit. The Owner did not remember whether any of these appliances were previously replaced since the Owner purchased the Residential Property. The Owner has seven units in two buildings and it seems that every year there are requests for new appliances. The Tenant had not previously reported the damaged appliances.
- [62] The oven range was the one appliance that was still functioning. At the surface level the oven looked okay but when the trays were removed and the cover lifted there was quite a bit of dirt in it.
- [63] The Owner waited for Boxing Day sales and purchased new appliances.
- [64] The Unit's two toilets were damaged at the end of the tenancy. The tank of one of the toilets was damaged. The Owner was able to reuse one toilet and the other toilet had to be replaced. Bathroom hardware, including shower rods and mirrors, required repairs or replacement.
- [65] The Owner rekeyed all of the Unit's doors. The Owner ordered, painted and installed an interior door that the Tenant said they would replace.
- [66] The garage door was damaged at the end of the tenancy. A new overhead garage door would have cost around \$1,400.00. The Owner was able to have the garage door repaired for \$166.03.
- [67] The Tenant is responsible for damaging the Unit's driveway. The Owner received a new quote for driveway repairs, in the amount of \$373.73, which involves degreasing, pressure washing and resealing it.
- [68] The Tenant left behind patio furniture, a large patio rug, an old rake, an ice breaker, a clothesline, patio lights and garbage. Another trip to the dump was needed to dispose of these items.
- [69] When the Owner accessed the Unit in November of 2025 there was some sort of organic waste in the garage which was leaving a very strong smell. The Tenant's second video shows the substance on the floor. The Owner cleaned the garage floor multiple times and there was still a smell but it was much less.
- [70] There was a lot of grease and insect droppings in the Unit.
- [71] The Owner removed the light switches, plugs and face plates and washed them in bleach and Dawn soap. The Owner tried to reuse what he could.
- [72] The Owner and his wife completed a final cleaning when the work was done before new tenants moved in.
- [73] The Owner provided a spreadsheet with his expenses and the labour completed at the Unit.

Tenant's Evidence

- [74] The Tenant's evidence is summarized as follows.
- [75] Two other tenants lived in the Unit before the Tenant moved in and their mail kept coming to the Tenant. The Unit had pre-existing damage.
- [76] CM did not complete a walkthrough when the Tenant moved in. The Tenant did not originally know that the Owner owned the Unit.
- [77] The Tenant pointed out pre-existing damage to CM regarding a kitchen counter. CM told the Tenant he would make a note about it but the Tenant does not see any notes in the Landlord's evidence.

- [78] The Unit was not inspected for over five years. CM, the Landlord and the Owner did little work inside the Unit for six years and now they claim that everything is the Tenant's fault.
- [79] CM and the Landlord ignored requests the Tenant made regarding the Unit's condition and the services provided. The Tenant contacted CM to remove Hurricane Fiona debris but CM only removed part of it. In 2025 the Tenant was still contacting the Landlord to have Fiona debris removed.
- [80] The Tenant believes that the Unit was made quick and cheap. The Tenant was unhappy regarding the kitchen cupboard's quality. There were parts of the Unit where the ground had shifted and joints were coming apart.
- [81] The Tenant did not unplug the HRV system. If it was unplugged, then it was unplugged by CM.
- [82] CM did not instruct the Tenant on the HRV system.
- [83] Shortly after the Tenant moved into the Unit, the Tenant had CM come to look at the closets. The Tenant was mopping the floor and CM told the Tenant not to worry too much because the floor was under warranty and needed to be pulled up anyway. The Tenant lived in the Unit on the understanding that the floor would be replaced. The Tenant was tripping on the floor due to its condition.
- [84] There was significant floor separation before the water damage occurred.
- [85] The Tenant damaged the floor in one area with an iron because the Tenant did not know it was turned on while getting ready for work. This was a small, insignificant part compared to the other floor damage.
- [86] In hindsight, the Tenant could have reported when the floors were getting worse.
- [87] The Tenant had not used the dishwasher for a long time.
- [88] The Unit was not painted during the six years that the Tenant lived there.
- [89] The Tenant's family member and a friend were wrestling and one pushed the other into a bedroom wall causing damage. The Tenant's partner tried to patch up the wall and the repairs were sanded.
- [90] There were various holes in the walls when the Tenant moved in, including holes from the studs above the living room curtain.
- [91] The Tenant denied pulling any heaters off of the walls. The wall mounted heating unit in the living room was working but it was not properly put on wall studs. The Tenant kept a couch in front of the heating unit. The Tenant assumes the heating unit was damaged when people repeatedly sat down and got up from the couch, causing the couch to move.
- [92] The Tenant disputes that all the heaters were not working or could not be used at the end of the tenancy.
- [93] CM did not instruct the Tenant on the heat pumps and no one cleaned the heat pumps for five years.
- [94] There was a four-inch spike in the kitchen drain and the Tenant does not know how it got there because she did not have spikes on the property. The kitchen drawer was broken from the inside and the Tenant does not know how this happened.

- [95] The Tenant told CM that there was something wrong with the electrical system where pot lights would not work and a kitchen light would turn on after half an hour. The Unit's lights flickered since when the Tenant moved in and the Tenant made CM aware of this issue.
- [96] None of the appliances were new when the Tenant moved into the Unit and they already had wear and tear. Except for the microwave, none of the appliances were changed during the tenancy.
- [97] There was thick "*caked-in*" dirt under the oven's elements when the Tenant moved in. The Tenant kept oven/burner liners on the oven all of the time so the dirt is not from the Tenant.
- [98] The Tenant reported the dishwasher once because it was not working and it was repaired. The dishwasher stopped working again. The fridge stopped working properly and the Tenant did not report it.
- [99] The Tenant's laundry was piling up because the dryer element was not working properly and it took a long time to dry the clothes.
- [100] The Tenant did not use the Owner's brand new microwave more than ten times. The Tenant did not open the microwave while it was operating and these accusations are unfounded. The Tenant obtained their own microwave.
- [101] The Tenant denied damaging the toilets and there could have been damage before the Tenant moved in.
- [102] Except for a plumber that the Tenant arranged, no repairman came to fix the toilets. The Tenant reported that the toilet was clogged and it was taking too long for a response. The Tenant's niece's partner, who is a plumber, unclogged the toilet.
- [103] The tub drain is damaged due to hard water buildup.
- [104] The Tenant called CM about the closet doors coming off all of the time. The Tenant got the impression that CM did not want her calling about the closet doors because he said they never stay on.
- [105] The door handles were always a "*bone of contention*" because they would not stay on. For years the exterior door was always unlocked because the Tenant was unable to lock it. The Tenant's former partner put a new lock on the door but the Tenant later lost track of the keys.
- [106] The Tenant left the garage door fob in the kitchen drawer, where it had sat for six years.
- [107] The Tenant was provided with one heat pump remote when she moved in and the Tenant purchased an additional two remotes from Amazon. There should have been three remotes remaining in the Unit because the Tenant did not take any remotes with her.
- [108] The Tenant used a deep-fryer for cooking which was "*not conducive with the cork board cupboards.*"
- [109] The Tenant has no sense of smell. The Tenant apologized for any garage smell at the end of the tenancy.
- [110] The Tenant denied leaving behind patio furniture and gardening tools. The Tenant has her patio furniture at her new place. The Tenant was constantly returning property to neighbours beside the Residential Property. Any garbage outside may have come from a neighbouring Unit. The Tenant stated in the documentary evidence that the Tenant's clothesline was difficult to use because of Hurricane Fiona debris that CM did not remove.

- [111] The Tenant's son, DAL, was blamed for a car leaking on the driveway but it was in fact the Tenant's car that was leaking.
- [112] The Tenant denied damaging the garage door. It was dented before the Tenant moved in and the Tenant almost never used the garage door. DAL's Dodge Charger was sitting in front of the garage door for about three years. The garage door may have come off before the Tenant moved in. The door was lifted near the end of the tenancy to clear out the Unit.
- [113] The Landlord did not provide a breakdown of their costs.
- [114] Some of the Landlord's costs could have been absorbed annually had they inspected the Unit each year and completed repairs and replacements.
- [115] In response to MW's below, the Tenant believes that she is responsible for damage around \$1,800.00 to \$2,000.00.

MW's Evidence

- [116] MW's evidence is summarized as follows.
- [117] MW participated in the hearing as the Tenant's witness.
- [118] MW has structural engineer and architectural design diplomas. MW does a lot of renovations on rental properties. MW owns a company and has completed renovations for 46 years. MW is not an electrician and does not have technical experience or expertise in HVAC systems. MW cannot touch panels or hook in electricity but MW can do other electrical work, such as running plugs and wires.
- [119] The Tenant contacted MW in the third week of November 2025 "*out of the blue.*" MW did not previously know the Tenant. MW attended the Unit on November 28, 2025 for a damage assessment.
- [120] Some of the damage was not caused by the Tenant and some of the damage was caused by the Tenant. MW provided an assessment of the damage the Tenant was responsible for.
- [121] Rental properties these days do not use the most expensive materials. Top quality products do not get put into income properties. The materials used in the Unit were "*middle of the road.*"
- [122] Laminate flooring swells and separates if it gets water into it underneath. Laminate in hallways and kitchens tends to have more wear and tear because there is more traffic in these areas.
- [123] The floor was not installed properly when the Unit was built. Laminate flooring needs to be kept fairly tight with wedges at the walls where the laminate ends before the casings and trim are put down or the laminate will separate. This problem will not become apparent until time passes. MW did not remove the baseboards but he can "*just about guarantee*" this is what happened to the floor.
- [124] The Unit has a concrete floor and a rubber membrane underlay should have been used because of its durability and the Island's high water table. Instead, the wrong underlay was used, being a white foam underlay meant for a wood floor.
- [125] The kitchen floor was also damaged because of water leaks. The dishwasher was leaking and MW suspects that the leak was due to a supply line underneath.
- [126] The old fridge was also leaking. Appliances "*give out*" and "*nothing is built like it used to be.*" The appliances in the Unit were due for changing and some were compromised due to leaking.

- [127] Tenants should report water leaks to their landlords right away. However, by the time the laminate floor damage was noticeable, with water coming up and the floor curling, the floor would already be soaked and needed to be replaced. The Tenant reporting the kitchen floor water damage would not have prevented the damage.
- [128] There was damage from an iron left on the floor and nail polish.
- [129] The bathroom baseboard and trim damage looks like it has been getting wet for a quite a few years. The toilet was leaking on the bottom through the toilet rings and the toilet needed to be replaced. The shut-off behind the toilet was rusted and leaking, which is part of the biggest problem. The bathroom does not have a ventilation fan, which leads to condensation, spotting and damage.
- [130] MW would replace the baseboards when the floors were torn up due to the water damage.
- [131] The laminate floor should have easily lasted five to eight years if it had been properly installed and no water damage had occurred.
- [132] The Tenant is not responsible for the floor damage or the baseboards that need to be replaced when the flooring is removed.
- [133] Interior painting depends on the occupants and what they use for cooking, whether they smoke or use candles a lot. MW would paint his rental units when tenants moved out or every one to two years for wear and tear.
- [134] After a five or six-year tenancy, it would be expected that the Unit would need painting.
- [135] MW did not check the garage to see if the HVAC system was plugged in or turned on because the garage was full of the Tenant's property. An HVAC system in use would have helped but would not have addressed all of the problems.
- [136] HVAC systems are meant to exchange air and a bathroom fan is better for removing moisture.
- [137] The electrical is overloaded in the kitchen and there are power surges. MW turned the brand new microwave on a couple of times and it kept snapping a breaker. It could be caused by too many plugs on one circuit but MW did not assess the cause because he is not an electrician. Microwaves take a lot of power to run, comparable to a blow dryer.
- [138] The dryer could not be used because the vent was plugged full.
- [139] MW looked at door handles and found that they were loose but they could have been screwed on and tightened.
- [140] There was Fiona debris in the Unit's backyard.
- [141] The Tenant caused some damage, being hole damage to bedroom walls, an iron burn mark on the floor, an oil leak on the driveway, damaged closet doors, baseboard trim that needed to be repainted or replaced.
- [142] Part of the driveway needs to be washed off and the area resealed due to a vehicle leak. If the whole driveway is resealed, then the parties could split the cost. MW does not know the cost of this work.
- [143] The laundry room was full with furniture and it was difficult to see that part of the Unit.

- [144] MW estimates that, of the damage he saw and being fair to both parties, the Tenant is responsible for a maximum of \$1,800.00 to \$2,000.00. This would include the bedroom wall holes, mudding, sanding, the knocked off baseboard heater being reinstalled, door repairs, the iron and nail polish floor damage. This amount does not include the driveway damage.
- [145] MW did not check whether the baseboard heaters were functioning. Baseboards are cheap and the one that needed to be reinstalled could be purchased for \$200.00. Sometimes baseboard heaters are only mounted into anchors when they should be mounted into studs.
- [146] After a five or six-year tenancy, there will be cleaning related to grease in the kitchen.

DUL's evidence

- [147] DUL's evidence is summarized as follows.
- [148] DUL participated in the hearing as the Tenant's witness and he is the Tenant's son.
- [149] Requests would be put in for maintenance but the Tenant was rarely given help. DUL and the Tenant ended up having to do a lot of things on their own.

DAL's evidence

- [150] DAL's evidence is summarized as follows.
- [151] DAL participated in the hearing as the Tenant's witness and he is the Tenant's son.
- [152] The door handles and closet doors in the Unit were always falling off. CM was informed of these problems.
- [153] DAL's black Dodge Charger parked in the Unit's driveway was not leaking.

RL's Evidence

- [154] RL's evidence is summarized as follows.
- [155] RL participated in the hearing as the Tenant's witness and she is the Tenant's mother.
- [156] The Unit's floor was damaged when RL visited the Unit because the floor was separating. CM stated that the floor was going to be replaced.
- [157] Appliances wear out. The fridge was leaking *"because the compressor was gone."*

SC's Evidence

- [158] SC's evidence is summarized as follows.
- [159] SC participated in the hearing as the Tenant's witness. SC knows the Tenant because he lived near the Unit.
- [160] SC worked in construction and renovation work for about three years and about a year-and-a-half with overhead doors.
- [161] A year or two ago SC had looked at the Tenant's grey Dodge Charger vehicle. SC told the Tenant that she had a tremendous oil leak that needed to be addressed. The spot where the Tenant had always parked was where the oil was located. SC did not see anti-freeze or rust coming from this vehicle.

- [162] SC did not see anything leaking from the second Dodge Charger in the driveway. However, SC was not working under this other vehicle.
- [163] When the Tenant was in the process of moving out of the Unit, SC went inside and saw that the laminate floor had not been completed correctly because it was separating. It looked like the dishwasher had leaked because the floor was “heaving” there.
- [164] SC helped the Tenant move out of the Unit. SC took waste to the dump for the Tenant. When SC returned to the Unit he saw that five or six of the Landlord’s workers were outside. SC saw that the garage door was off of its hinge. There was also an issue with the bottom door panel. SC offered to fix the garage door but the workers refused his offer.
- [165] The workers put the door up without any spring pressure and left it there. SC was about to leave and he saw one of the workers hit the top of the door and it crashed down to the ground.

ANALYSIS

- [166] Clause 39(2)(a) of the *Act* sets out the cleanliness 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...*

- [167] 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.
- [168] With regard to damage, the Landlord must establish the following:
- The damage occurred during the tenancy and is not pre-existing damage
 - The damage is attributable to the Tenant rather than another cause
 - The damage is beyond reasonable wear and tear
 - The compensation claimed reasonably flows from the damage

Unit’s Initial Condition – Pre-Existing Damage

- [169] In this case there is limited direct evidence regarding the Unit’s baseline condition at the beginning of the tenancy and the identification of pre-existing damage.
- [170] I do not have a move-in inspection report and it does not appear that one was completed. The Tenant stated that CM was going to document pre-existing damage to the Unit that the Tenant pointed out. It is unclear whether CM ever documented any pre-existing damage to the Unit.
- [171] Written move-in and move-out inspection reports are mandatory under sections 18 and 38 for tenancies that started on or after April 8, 2023
- [172] The tenancy between the Landlord and the Tenant started on July 1, 2019. Therefore, the parties were exempted from the inspection requirements under section 109, which states as follows:

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.

- [173] However, under the former rental legislation, the Rental Office made available a condition inspection form for landlords and tenants to complete. Although voluntary, the best practice was to complete this form at the beginning and end of the tenancy to document the rental unit's baseline and final condition.
- [174] There is a significant amount of photographic and video evidence near the end of the tenancy and the repairs that occurred afterwards. There are also some photographs taken during the tenancy, but there is limited to no objective evidence at the beginning of the tenancy.
- [175] Further, the Landlord and the Owner have limited direct evidence regarding the first four years of the tenancy to challenge the Tenant's testimony.
- [176] The Landlord did not start managing the Unit until November 10, 2023, over four years after the tenancy started.
- [177] The Owner hired CM to provide what he described as "*hands off management*." The Owner had limited involvement in the Unit's operation, except for grass cutting during the first year or two of the tenancy.
- [178] CM did not participate in the hearing and the evidence does not establish that CM maintained documentary records regarding the Unit's condition.
- [179] The Unit's baseline condition is problematic for many of the Landlord's claims because the Tenant is not responsible for damage that already existed at the beginning of the tenancy.
- [180] During the hearing the Tenant made admissions that include her iron damaging the floor, wrestling damaging a bedroom wall and a vehicle leaking on the driveway. These admissions were against the Tenant's financial interests and enhance her credibility.

Reasonable Wear and Tear

- [181] The Tenant was not responsible for reasonable wear and tear.
- [182] During a short tenancy it would be expected that wear and tear would be minimal.
- [183] In this case the breadth of damage that is reasonable wear and tear is much larger because the tenancy lasted over six years. This was a relatively long tenancy.

Damage Related to the HRV System

- [184] Based upon the evidence presented, I am not satisfied that the Tenant is responsible for damage related to the HRV system not operating.
- [185] The Owner noted that in some cases tenants may unplug or turn off HRV systems in order to save money on the electricity these systems use.
- [186] Although this may be true in some cases, it has not been established that the Tenant was responsible for the HRV system not operating.
- [187] The evidence does not establish that the HRV system was operating at the beginning of the tenancy. The Tenant denied responsibility for turning off this system.
- [188] Further, CM should have explained to the Tenant the importance of the HRV system. I accept the Tenant's testimony that this did not happen.

- [189] The Unit could also have been inspected by CM, the Owner or the Landlord during the tenancy to check the HRV system. However, it appears that minimal inspections occurred.
- [190] For these reasons, I find that the Tenant is not responsible for any damage relating to the HRV system not operating.

Floor Damage

- [191] The Landlord claims against the Tenant for replacing the Unit's floors. The claim is for the entire replacement amount even though the floors would have been about eight years old at the end of the tenancy.
- [192] The exact amount of this specific claim is unclear based upon the Landlord's March 25, 2026 invoice and other evidence because the floor work is combined with other damage claimed, including painting.
- [193] Similarly, the Owner's spreadsheet does not have a breakdown of the labour specifically attributed to the floor removal.
- [194] Based upon the evidence presented, I find that the Tenant is not financially responsible for the floor and baseboard removal and replacement work and any related cleaning costs.
- [195] As noted above, there is limited objective evidence regarding the floor's initial condition. The Tenant made admissions that she was responsible for certain types of damage during the hearing. These admissions enhanced the Tenant's credibility.
- [196] I accept the Tenant's evidence that there was pre-existing floor damage when the Tenant moved into the Unit. The gaps in the floors shown in the photographs submitted by the parties is not damage that the Tenant caused. I find that there were floor installation deficiencies that caused parts of the floor to separate.
- [197] Tenants are expected to report damage to their landlords when they become aware of the damage. Tenants may be found responsible for preventable damage that could have been avoided had the damage been reported in a timely matter.
- [198] However, in this case there are unique circumstances.
- [199] CM was the person that the Owner had authorized to provide property management services for the Unit.
- [200] I accept the Tenant's testimony that very early in the tenancy CM informed the Tenant that the floors were under warranty and would be replaced.
- [201] If the floors were already being replaced, then the expectation that the Tenant would report additional floor damage was significantly reduced.
- [202] Further, the Landlord has not established that earlier reporting would have prevented floor damage. MW's evidence regarding the dishwasher floor damage was essentially that the damage was already irreversible by the time the damage became noticeable.
- [203] It was logical for the Owner to request the replacement of the Unit's entire floor because of the water and floor spacing damage. I am not satisfied that the Tenant's admitted iron damage caused total floor replacement instead of partial floor replacement. As a result, I will not award a partial amount regarding the iron damage.

- [204] In order to replace the floor, the Unit's baseboards had to be removed. I find that the Tenant is not financially responsible for the baseboards because of my finding that the Tenant was not financially responsible for the floor damage. Similarly, all cleaning related to the floor removal and installation is also denied.
- [205] As noted above, the replacement floors are about eight years newer than the original floors from 2017. If it had been determined that the Tenant was responsible for the floor replacement, then I would have reduced the total floor replacement amount that the Tenant is responsible for because of the betterment principle.
- [206] In Order LR25-25¹ the Commission made the following comments regarding the betterment principle:

"The Commission has previously commented on what it must consider when determining amounts to be awarded to landlords where a tenant has caused undue damage. In Order LR24-06², 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 wrongdoing not occurred."

Painting

- [207] Similar to the flooring, there is not a specific breakdown for the painting cost or an adjustment based upon the betterment principle. There is not a specific amount for the wall damage.
- [208] Based upon the evidence presented, it does not appear that the walls were painted for approximately eight years. With reasonable wear and tear, it would be expected that painting would be necessary after eight years.
- [209] However, the Tenant admitted responsibility for wall damage, particularly regarding a wrestling incident. I find that this damage was beyond reasonable wear and tear. I am not satisfied that the damage was adequately repaired.
- [210] The amount that the Tenant is responsible for is included in the \$2,000.00 portion of the undue damage claim below.

Appliances and Toilets

- [211] The Landlord originally claimed for the replacement of a microwave, dishwasher, fridge, washer and dryer. The Owner removed the \$227.70 microwave claim during the hearing.
- [212] The evidence presented establishes that the appliances were not working at the end of the tenancy, one of the toilets had to be replaced and one of the toilets needed repairs.
- [213] However, I am not satisfied that the Tenant is responsible for the damage.
- [214] The evidence establishes that the appliances and the toilets were about eight years old at the end of the tenancy. The Unit was built in 2017 and there is no evidence that the dishwasher, fridge, washer, dryer and toilets were replaced until after the tenancy ended. With reasonable wear and tear it would be expected that these appliances and toilets would be at or near the end of their life expectancy before the tenancy ended. The Tenant also raised issues with pre-existing toilet damage.
- [215] The Landlord's claims for appliance replacement and toilet damage are denied.

¹ <https://irac.pe.ca/wp-content/uploads/Order-LR25-25.pdf>

² <https://irac.pe.ca/wp-content/uploads/Order-LR24-06.pdf>

Baseboard Heaters

- [216] The Landlord included a \$2,468.31 claim against the Tenant regarding the installation of baseboard heaters.
- [217] I have insufficient evidence to establish that the Tenant is responsible for the baseboard heater replacement. The Landlord's electrician did not participate in the hearing to provide their evidence why baseboard heaters had to be replaced. The Tenant provided evidence that at least some of the heaters were working at the end of the tenancy. I also note that the baseboard heaters were about eight years old at the end of the tenancy.
- [218] I find that the Tenant is responsible for the wall damage that occurred for the heater that came off the wall.
- [219] I find that the Tenant did not deliberately cause the baseboard heater to come off of the wall. However, the Tenant admitted that the use of a couch beside the baseboard heater may have caused the damage. The use of the couch, with people sitting down and getting up, would be expected to put pressure on the heater. This is essentially damage caused by a negligent act by having the couch pressed up against the heater. The evidence does not establish that the heater itself was damaged, only the wall.
- [220] The wall damage caused by usage of the couch and the baseboard heater is included in the \$2,000.00 undue damage claim below.
- [221] Similar to the determinations above, if a baseboard heater replacement claim was established, then there would be a reduction of the total amount based upon the betterment principle.

Kitchen Cupboards

- [222] The Landlord claimed for kitchen cupboard replacement work that was completed by the Owner and the Landlord.
- [223] The Tenant admitted to cooking with a deep-fryer which was *"not conducive with the cork board cupboards."*
- [224] The Tenant argued that the Unit generally, including the kitchen cupboards, was cheaply made. However, I accept MW's assessment that the quality was *"middle of the road"* based upon MW's renovation experience.
- [225] The Tenant's admission and the Landlord's photographs of the Unit establish that the Tenant is responsible for undue cupboard damage beyond reasonable wear and tear.
- [226] The Landlord and the Owner provided some particulars regarding the cost of the kitchen cupboard replacement. There were significant materials costs.
- [227] However, the Landlord and the Owner did not provide a detailed breakdown regarding the time involved specifically for the cupboard repairs. Further, a reduction based upon the betterment principle is also appropriate because the original cupboards were about eight years old. For these reasons, I find that a claim in the amount of \$700.00 is established.
- [228] I find that this is an amount in addition to the other established undue damage claims.

Driveway and Garage Door Damage

- [229] The Tenant admitted and S.C. stated that the Tenant's vehicle was leaking oil. I find that this leak caused damage to the Unit's driveway beyond reasonable wear and tear.

- [230] I find that the Tenant is responsible for the driveway sealing cost, in the amount of \$373.73. This amount was not included in MW's estimate of the Tenant's financial responsibility.
- [231] I am not satisfied that the Tenant is responsible for any garage door damage. The Tenant testified that this was pre-existing damage and there is no objective evidence showing that the garage door was undamaged at the beginning of the tenancy.

Other Damage

- [232] The Owner and the Landlord provided evidence regarding other damage to the Unit. I find that the Tenant is not responsible for this other damage because of the issues identified above regarding pre-existing damage, reasonable wear and tear for a six-year tenancy, and causation issues that the Tenant is responsible for the damage that occurred.
- [233] The Tenant provided evidence that door handles and closet doors were constantly falling off. After a six-year tenancy it would be expected that door knobs may need to be replaced due to reasonable wear and tear.
- [234] The Landlord claims that the Tenant is responsible for a missing fob. In particular, the Landlord's notes state that there was no garage door fob left at the property.
- [235] The Tenant stated that the garage door fob remained in a kitchen drawer the entire tenancy and was left at the Unit. I note that there is a "*Linear*" brand garage door remote shown inside a kitchen drawer in the Tenant's first video (1:09), which was recorded near the end of the tenancy.
- [236] The Tenant stated that they purchased additional remotes and left them at the Unit.
- [237] Based upon the evidence presented, I am not satisfied that the Tenant removed or misplaced the garage door fob or heat pump remotes.

Damage Amount Established

- [238] Having reviewed all of the evidence, I am satisfied that the Tenant is responsible for some undue damage.
- [239] However, the amount of damage established is significantly lower than the amount that the Landlord claimed mainly because the Landlord's larger claims regarding the floor, painting, HRV system and appliances are denied.
- [240] MW estimated that the Tenant was responsible for approximately \$1,800.00 to \$2,000.00 in damage.
- [241] Based upon my review of the evidence and the findings above, the evidence establishes that the Tenant is responsible for \$2,000.00 in undue damage. However, the evidence also establishes that the Tenant is responsible for the additional amount of \$700.00 for the kitchen cupboards and \$373.73 for the driveway resealing.

Personal Property Disposal

- [242] The Owner stated that the Tenant left behind patio furniture, a large patio rug, an old rake, an ice breaker, a clothesline, patio lights and garbage.
- [243] The Tenant stated that she has her patio furniture where she currently resides and she did not have a rake because she does not garden. The Tenant also raised issues with neighbours having garbage and other items on the Unit's exterior.

- [244] The Tenant admitted to having a clothesline and did not dispute that she left the clothesline, the rug, the ice breaker and the patio lights behind. I find that a nominal amount of \$60.00 is appropriate for the disposal of these items.
- [245] I have insufficient evidence regarding the remaining items to find that the Tenant is responsible for the removal cost.

Cleaning

- [246] The Owner provided detailed, direct evidence of an aversive smell coming from the Unit's garage at the end of the tenancy. The Tenant admitted that she has a poor sense of smell and therefore she may have not noticed this issue. The Tenant did not contest the cleanliness of the Unit at the beginning of the tenancy.
- [247] I am satisfied that the Tenant is responsible for the Owner's garage odour removal cost. This was an area where the Tenant had stored a significant amount of things during the tenancy. Having reviewed the Owner's evidence regarding the four garage cleanings and the work and supplies required, I find that a claim in the amount of \$400.00 is appropriate for this cost.
- [248] The Tenant was responsible to bring the Unit to a reasonably clean standard at the end of the tenancy. The Tenant was not responsible to make the Unit move-in ready for the next occupants.
- [249] The Tenant is not responsible for cleaning work related to the denied claims, such as floor removal, floor installation, painting and the HRV system. The Tenant is also not responsible for cleaning the microwave, dishwasher, fridge, washer, dryer and toilet that were replaced.
- [250] The evidence does not establish that the Tenant is responsible for cleaning immediately below the oven burners. I do not have objective evidence of this area before the tenancy and the Tenant provided evidence regarding reasonable measures that she took to prevent uncleanliness to this area.
- [251] After these considerations, the evidence presented does not support the significant cleaning amounts that the Landlord seeks. However, the photographs and videos of the Unit show that it was left in an unreasonably clean state. I find that a cleaning claim in the amount of \$600.00 is supported, in addition to the garage odour removal claim.

CONCLUSION

- [252] The Landlord has established claims totaling \$4,133.73, calculated as follows:

Item	Amount
Miscellaneous damage	\$2,000.00
Kitchen cabinets	\$700.00
Driveway resealing	\$373.73
Property disposal	\$60.00
Garage odour removal	\$400.00
General cleaning	\$600.00
	\$4,133.73

- [253] The Landlord's other claims are denied.
- [254] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,461.33. The Tenant must pay the Landlord additional compensation, in the amount of \$2,672.40, by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,461.33.
2. The Tenant must pay the Landlord additional compensation, in the amount of \$2,672.40, by September 14, 2026.

DATED at Charlottetown, Prince Edward Island, this 14th day of August, 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.