

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, for damage to an outlet electrical plug, the lawn and unauthorized usage of utilities.
- [3] The security deposit, including interest, totals \$816.91.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom cottage the Landlord has owned since 2021.
- [5] On November 2, 2025 the parties entered into a written, fixed-term tenancy agreement with an end date of May 31, 2026. Rent in the amount of \$1,600.00 was due on the first day of the month, which included all utilities (the "Tenancy Agreement"). The Tenants paid the Landlord an \$800.00 security deposit at the beginning of the tenancy.
- [6] On November 4, 2025 the parties signed a move-in inspection report.
- [7] On April 30, 2026 the parties mutually agreed to end the tenancy earlier than the end date in the Tenancy Agreement. The Tenants vacated the Unit and a move-out inspection report was completed, but not signed by the Tenants.
- [8] On May 4, 2026 the Landlord e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* making a claim to keep all of the Tenants' security deposit, including interest (the "Application").
- [9] On June 25, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for July 30, 2026.
- [10] On July 20, 2026 the Rental Office provided the parties a TitanFile link to a 97-page PDF and 2-video evidence package.
- [11] On July 30, 2026 the Landlord, the Tenants, and an interpreter participated in the tele-hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included. Despite one of the Tenants not being included in the Application, I was satisfied that they were aware of the Application and the matter in dispute and I amended the Application to include the other Tenant under clause 80(3)(f) of the *Act*.
- [12] The Landlord submitted two additional pages into evidence. The Tenants did not want the additional evidence forwarded because they already had a copy of the additional evidence.

DISPOSITION

- [13] The Landlord established a valid claim, in the amount of \$140.00. The Landlord will keep \$140.00 from the Tenants' security deposit.
- [14] The Landlord must return the security deposit balance, including interest, in the amount of \$676.91 by the timeline below.

ISSUE

- A. Has the Landlord established valid claims against the Tenants to keep the security deposit?

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 stated that her total expenses were \$1,440.89. However, the Landlord is only seeking to keep the Tenants' security deposit, including interest. The Landlord's total expenses are calculated below.

Item	Amount
Outdoor electrical outlet	\$241.50
Lawn repairs	\$140.00
Unauthorized utility usage	\$1,059.39
Total	\$1,440.89

- [17] 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...

- [18] The Landlord is seeking to keep the Tenants' security deposit, including interest, in the total amount of \$816.85 to offset against her total expenses.
- [19] The Landlord's evidence included written statements, videos, invoices, Maritime Electric bills and photographs.
- [20] The Tenants' evidence included written statements, text-messages, photographs and a settlement offer from the Landlord.

Outdoor electrical outlet

- [21] The Landlord is seeking compensation for damage caused by the Tenants to the Unit's outdoor electrical outlet, totalling \$241.50.
- [22] The Landlord stated that the electrical outlet was damaged beyond reasonable wear and tear by the Tenants. The Landlord stated that the Tenants used the electrical outlet to charge their electric vehicles without the Landlord's permission.
- [23] The Landlord stated that the electrical outlet was not capable of sustaining an electric vehicle charger. The Landlord submitted into evidence an invoice for the electrical outlet repair.
- [24] The Landlord stated that an electrician offered to install an electrical infrastructure in the Unit to allow for the charging of electric vehicles, but she opted to simply replace the electrical outlet to reduce the Tenants' overall cost.
- [25] The Tenants denied damaging the electrical outlet.
- [26] The Tenants stated that the electrical outlet had pre-existing damage to the bottom outlet. The Tenants stated that, as a result, they only used the top outlet.
- [27] The Tenants stated that the electrical outlet was not viewed or part of the move-in inspection and that the damage to the electrical outlet would not have been noted on the move-in inspection.

- [28] The Tenants stated that they used 'Level 1' electric vehicle charging, which has a lower draw on electrical infrastructure. The Tenants submitted into evidence a photograph of the charger details, showing an input output rating of 12AMP / 120V AC / 60Hz. The Tenants stated that only one of the electrical vehicles were being charged throughout the tenancy as the other vehicle was not regularly used.
- [29] The Tenants stated that the damage to the top outlet shown in the photographs was from the Landlord's continuous usage of the top outlet for their water pump. The Tenants stated that the Landlord's evidence cannot establish their claim that the Tenants were solely responsible for the damage when the Landlord also used the electrical outlet.
- [30] I have reviewed the evidence presented and I find that the Landlord's claim is not established.
- [31] 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
- [32] I find that the parties provided conflicting evidence regarding the condition of the electrical outlet at the beginning of the tenancy. Further, I find that the Landlord's evidence does not meet her burden, on a balance of probabilities, to establish her claim against the Tenants because the Landlord also used the Unit's electrical outlet for her water pump. There is no objective evidence to establish what caused the damage to the outlet.
- [33] The Landlord's invoice from *S. Crane Electrical and Construction Services* stated: "*Service call material and labour to repair damaged outside plug due to use for EV charging.*" I find that this does not provide enough detail, expert opinion nor findings from the electrician to satisfy the Landlord's burden that the Tenants' electrical vehicle was the sole or primary cause to the damage to the electrical outlet.
- [34] Therefore, I find that the Landlord's claim is denied.

Lawn repairs

- [35] The Landlord stated that the Tenants failed to use the designated parking area, which was a gravel driveway to park their vehicles. The Landlord stated that the Tenants parked on the grassy lawn areas to facilitate their unauthorized charging of their electrical vehicles.
- [36] The Landlord disputed the Tenants' claims that the driveway could not properly support a parked vehicle.
- [37] The Landlord stated that the Tenants parking their vehicle on the grass caused damaged to the lawn beyond reasonable wear and tear.
- [38] The Landlord stated that in order to mitigate the financial cost to remediate the lawn, she did not hire a third-party contractor. Instead, she had her own staff complete the lawn repairs.
- [39] The Landlord stated that she is seeking \$140.00 in compensation, which was for the labour (\$35.00/hr. x 4 hrs.).
- [40] The Tenants disputed the reliability of the Landlord's claim because the Landlord did not submit an invoice or any evidence to support the repair cost.

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

- [41] The Tenants stated that they requested to return to the Unit to repair the lawn damage themselves. The Tenants stated that due to the winter, the driveway was in poor condition, resulting in it not being properly supported to park a vehicle.
- [42] The Tenants stated that the Tenancy Agreement does not specify a designated parking area, nor did the Landlord state that it was prohibited to park a vehicle on the lawn.
- [43] I have reviewed the evidence presented and I find that the Landlord's claim is established, in the amount of \$140.00.
- [44] I find that the evidence establishes that the lawn damage was caused by the Tenants' parked vehicle. The damage shown in the photographs establishes that the damage was beyond reasonable wear and tear.
- [45] The Tenants argue that there was no specific area or restrictions on parking in the Tenancy Agreement. Although this statement is accurate, it does not absolve the Tenants from any liability or damage that may be caused by the Tenants.
- [46] Despite the Landlord not providing any invoice or objective evidence to support the \$140.00 amount, I find that this cost is reasonable based on the damage established by the evidence. I accept the Landlord's direct testimony that she hired staff to repair the lawn to reduce the overall cost. The Landlord is only claiming the labour (\$35.00/hr x 4 hrs.) expense.
- [47] The Landlord's claim is allowed, in the amount of \$140.00.

Unauthorized utility usage

- [48] The Landlord stated that while the Tenancy Agreement includes standard electricity usage, it was never intended to include the charging of electric vehicles.
- [49] The Landlord stated that the Tenants electric vehicle charging at the Unit increased the electricity usage and cost by 81.7% when compared to the electricity usage and cost incurred when the previous tenants occupied the Unit.
- [50] The Landlord submitted numerous Maritime Electric bills and a "*year-over-year Maritime Electric comparison table*" showing the electricity usage and cost between 2024-2025 and 2025-2026.
- [51] The Tenants disputed the reliability of the Landlord's evidence.
- [52] The Tenants stated that many of the Maritime Electric bills in the Landlord's evidence are associated with multiple meter numbers and different rental units.
- [53] The Tenants stated that the Tenancy Agreement included electricity with no qualifications or limitations with respect to the usage of the Unit's electricity.
- [54] The Tenants stated that included in the evidence is a text-message conversation with the Landlord where the Landlord recognizes that the Tenancy Agreement does not limit the Tenants' usage of electricity towards electric vehicles.
- [55] I have reviewed the evidence presented by the parties and I find that the Landlord's claim is not established.
- [56] The Landlord is seeking \$1,059.39 for unauthorized electricity usage due to the Tenants' charging their electric vehicle.
- [57] The Landlord submitted Maritime Electric bills and a comparison table over the past two years.

- [58] In Order LR24-43 the Commission commented on a similar set of facts regarding charging electrical vehicles stating:

“The Residential Tenancy Officer found that although electricity was an included service in the tenancy agreement, in this case, the parties had not turned their minds to the cost of the electrical vehicle charging, and that it would be paid by the Landlord. He concluded that, in any event, the Tenant acknowledged a deduction was appropriate for the actual cost of the electrical vehicle’s electricity usage.

...

On this point, similar to the findings of the Residential Tenancy Officer in Order LD24-117, the Commission prefers the evidence of the Tenant as to actual electricity usage. This evidence is more reliable because it is based on the actual electricity consumption of the vehicle supported by reports generated by the vehicle, rather than a vague estimation.”²

- [59] Similarly, in this case, electricity is an included service in the Tenancy Agreement and the parties had not turned their minds to the cost of the electrical vehicle charging. However, in this case, the Tenants do not acknowledge or take financial responsibility for any actual costs of the electrical vehicle’s electricity usage.
- [60] I agree with the Tenants’ submissions that the Landlord’s evidence is unreliable to accurately calculate the *actual electricity usage*, which the Commission relied upon in the decision above. The Landlord’s Maritime Electric bills do not provide an accurate electricity usage for the Unit and the one bill which does represent the Unit is partly when the Unit was vacant.
- [61] Therefore, I find that the Landlord’s evidence is insufficient and the claim is denied.

CONCLUSION

- [62] The Landlord has established a valid claim, in the amount of \$140.00. The Landlord will keep \$140.00 from the Tenants’ security deposit to offset this claim. The Application is allowed in part.
- [63] The Landlord must return the remaining security deposit balance, including interest, in the amount of \$676.91 by the timeline below.

Tenancy Agreement

- [64] For 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*.
- [65] 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.

² *Elizabeth Sheridan v. Coltan Tew Brooks*, 2024 PEIRAC 44, paras. 28 & 31.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$140.00 from the Tenants' security deposit.
2. The Landlord must pay the Tenants \$676.91 by September 14, 2026.

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