

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 \$12,288.76 for rent owing and additional compensation, and to keep the security deposit as part of the claim.

BACKGROUND

- [3] The Unit is a mobile home owned by the Landlord.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit effective December 1, 2024 to November 30, 2026. Rent of \$1,458.00 was due on the first day of the month. The Tenant paid a \$1,250.00 security deposit on November 15, 2024.
- [5] Around November 30, 2025, the Tenant moved out of the Unit.
- [6] On December 3, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office (the “Application”) seeking rent owing, additional compensation, and to keep the security deposit. A copy of the Application was served electronically.
- [7] On February 12, 2026, the Rental Office emailed the Landlord a notice of a tele-hearing scheduled for April 2, 2026. The Landlord sent the Tenant a copy of the tele-hearing electronically.
- [8] On March 18, 2026, the Rental Office emailed the Landlord a 102-page PDF evidence package (the “Evidence Package”). The Landlord sent the Tenant a copy of the evidence package electronically.
- [9] On April 2, 2026, the Landlord called into the tele-hearing. The Rental Office telephoned the Tenant but received no answer. The hearing was postponed so the Rental Office could determine that the Tenant received all relevant documents.
- [10] On May 13, 2026, the Rental Office emailed the Landlord the Evidence Package and a rescheduled tele-hearing notice for May 26, 2026. The Landlord served a copy of the Evidence Package and the tele-hearing notice to the Tenant’s door.
- [11] On May 26, 2026, neither party called in to the tele-hearing, and it did not proceed.
- [12] On June 11, 2026, the Rental Office emailed the Landlord and mailed the Tenant the Evidence Package and a rescheduled tele-hearing notice for July 7, 2026.
- [13] On July 6, 2026, the Tenant was emailed a copy of the Evidence Package.
- [14] On July 7, 2026, the parties called into the tele-hearing. The parties confirmed receipt of the Evidence Package, and the Landlord confirmed that it contained all the evidence he had submitted. The Tenant submitted no evidence.
- [15] After the hearing, both parties submitted additional evidence, which was shared with the other party and added to the record.

DISPOSITION

- [16] The Landlord has established cleaning, repair and related claims totalling \$4,006.28.
- [17] The Landlord has established rent owing claims totalling \$2,916.00.
- [18] The Landlord will keep the security deposit, including interest, of \$1,306.52.
- [19] The Tenant must pay the Landlord \$5,615.76 by the timeline below

ISSUES

- A. Must the Tenant compensate the Landlord for cleaning and repairs?
- B. Does the Tenant owe the Landlord rent?

EVIDENCE**Landlord's evidence and submissions**

- [20] The Landlord stated he was seeking \$9,372.76 in compensation for cleaning, repairs and missing/broken household items. It cost \$6,559.50 in labour and services and \$1,263.26 in hardware to repair the Unit. The Landlord estimated the value of missing and broken items as \$1,550.00. Many of the missing and broken items were purchased new when the Landlord purchased the Unit, except the beds, which were purchased used. The missing and broken items have not yet been replaced.
- [21] The Landlord's claims are as follows:

Labour/Services	Date	Amount (\$)	Labour/Services	Date	Amount (\$)
Installation of missing/damaged window screens	6-Dec-25	\$250.00	Repair broken toilet plumbing	24-Jan-26	\$225.00
Collection and disposal of garbage	11-Dec-25	\$225.00	Installation of toilet and accessories	31-Jan-26	\$312.50
Repair broken plumbing	14-Dec-25	\$500.00	Repair of damaged flooring	19-Feb-26	\$400.00
Repair of broken fridge cabinet	16-Dec-25	\$175.00	Repair of broken ceilings/walls, and painting	20-Feb-26	\$3,922.00
Collection and disposal of garbage	17-Dec-25	\$250.00	Complete cleaning of the house	20-Feb-26	\$300.00
			Subtotal		\$6,559.50
Hardware Purchased	Date	Amount (\$)	Hardware Purchased	Date	Amount (\$)
Window Screens	1-Dec-25	\$68.39	Bedroom door handle	16-Jan-26	\$129.69
Locks	1-Dec-25	\$71.28	Bifold door hardware	19-Jan-26	\$47.10
Snow Markers	4-Dec-25	\$11.48	Door track	20-Jan-26	\$17.23
Screen frame/glue	6-Dec-25	\$35.63	Plumbing accessories	21-Jan-26	\$40.22
Fuel for transportation/disposal of garbage	11-Dec-25	\$30.00	Plumbing accessories	23-Jan-26	\$7.69
IWMC disposal fee	11-Dec-25	\$20.00	Plumbing accessories	24-Jan-26	\$27.58
Plumbing accessories	13-Dec-25	\$92.53	Toilet	30-Jan-26	\$164.45
Fuel for transportation/disposal of garbage	17-Dec-25	\$40.00	Trim	27-Jan-26	\$264.39
Painting supplies	5-Feb-26	\$28.15	Flooring	17-Feb-26	\$22.76
Silicone/caulk	12-Feb-26	\$26.98	Bidet	19-Feb-26	\$86.12
Door closer	13-Feb-26	\$31.59	Subtotal		\$1,263.26
Missing/Broken Household Items		Estimated	Missing/Broken Household Items		Estimated
Vacuum cleaner		\$250.00	Dining table		\$200.00
Bunk bed		\$300.00	Coffee table		\$100.00
Single bed		\$100.00	Sofa		\$300.00
Mattresses (3)		\$300.00	Subtotal		\$1,550.00
			Total		\$9,372.76

- [22] The Landlord stated the Unit was built in 1977 and he purchased it in 2020. The Landlord lived in the Unit before the tenancy, and the Tenant was the first tenant. The plumbing was updated in 2018, and other items in the Unit were updated after he purchased it. The Unit was last painted before the Landlord purchased it.
- [23] The Landlord provided receipts and invoices for the labour/services and hardware. The Landlord stated he could only estimate the value of the missing/broken household items. The Landlord provided photographs of the Unit before the Tenant moved in and photographs after she moved out. He stated that he replaced only some of the damaged flooring, not all of it.
- [24] The Landlord is seeking compensation only for the pipes damaged in the Unit, not the pipes that broke outside the Unit. He stated that it appears someone pulled on the pipes under the sink, which damaged them. He stated that it appears the Tenant sawed the cabinets by the fridge.
- [25] The Landlord stated the Tenant gave notice on November 11, 2025, and vacated on November 30, 2025. He stated he was seeking rent owing for December 2025 and January 2026. He stated the Tenant provided improper notice to end the fixed-term tenancy agreement and the Unit required repairs before he could re-rent it. The Unit is currently advertised but had not been re-rented as of the hearing date.
- [26] The Landlord disputed some of the Tenant's evidence. He stated the hot water tank, which broke during the tenancy, was replaced within 7-10 days. The beds were not mouldy. The Landlord gave the Tenant permission to replace the fridge after it broke due to the Tenant's neglectful use.

Tenant's evidence and submissions

- [27] The Tenant stated that she moved out due to mould and the poor condition of the Unit. The Tenant disputed that she should owe any additional rent. She stated that her social assistance worker told her she could stop paying rent if the condition of the Unit was not liveable, and that the Landlord stated he would evict her if she did not pay rent.
- [28] The Tenant stated the water pipe outside the Unit broke when she was in the hospital. The Landlord's maintenance person damaged the pipes under the sink. The hot water tank had to be replaced during the tenancy, and she had no hot water for a while. Some doors were damaged due to a domestic disturbance, and it was not her fault.
- [29] The fridge stopped working, but the Landlord would not fix or replace it, so the Tenant replaced the fridge herself. She stored her garbage on the deck, but animals got into the bags. A light pole was leaning on the Unit. The closet doors were off the tracks and not damaged.
- [30] The Tenant acknowledged that her children damaged the window screens, she accidentally damaged the hall closet when moving her fridge, and her child damaged the toilet ring. The Tenant stated the Landlord told her to keep the mattresses because they were mouldy.

ANALYSIS & FINDINGS

Cleaning and repairs

- [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] Clause 39(2)(a) of the Act states that when a tenant vacates a rental unit, the tenant shall leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear.

[33] All tenancy agreements commencing on or after April 8, 2023, require a pre-tenancy and post-tenancy inspection report. Clauses 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.

[34] In Order LR25-12, the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding landlords who fail to complete the inspection reports (paragraphs 34 & 35):

"The Commission finds that the Landlord failed to comply with section 18 and section 38 statutory requirement for pre-tenancy and post-tenancy inspections. These requirements are in place to protect both landlords and tenants and to provide the Rental Office and the Commission with the best possible evidence of the condition of a rental unit at the start and at the end of the tenancy. A deterioration in the condition of the unit during the tenancy will then be more clearly apparent.

Where a landlord has failed to comply with both sections 18 and 38, the Commission can only award a damage claim to a landlord if that claim is supported by objective and compelling evidence with respect to who caused the damage and how much it costs to repair. The onus to establish such damage and who caused it rests on the party seeking the damage claim and a failure to comply with sections 18 and 38 "raises the bar" thus making it more difficult, but not impossible, to support the claim."

[35] I find that the Landlord has not provided sufficient evidence to establish the \$500.00 labour claim or the \$92.53 hardware claim for repairing the pipes under the sink. The Tenant denied damaging the pipes and stated a Landlord repair person previously damaged them. There are no move-in photographs of the area under the sink, and the Landlord did not provide any evidence from the repair person regarding this matter.

[36] I find that the Landlord has not provided sufficient evidence to establish the \$11.48 claim for snow markers. There is insufficient evidence, such as photographs, to establish that snow markers were at the Unit when the Tenant moved in.

[37] I find that the Landlord has not provided sufficient evidence to establish the \$71.28 claim for locks. There is insufficient evidence, such as move-in or move-out photographs, to establish what these locks were for or how the damage was attributable to the Tenant rather than another cause.

[38] I find that the Landlord has not established his claims for the missing/broken household items. The Landlord stated that these items had not been replaced, and he provided insufficient evidence to establish their value beyond his estimate.

[39] In Order LR25-50, the Commission commented on parties claiming for items based on estimations and not actual replacement costs:

"... The Commission finds that any such claim must be rooted on the basis of the money actually paid to replace the food and furniture thrown out. Here the Tenants attempted to estimate the value without having actually purchased the replacements."

Betterment

- [40] I find that despite the Landlord not completing inspection reports for this tenancy, there is objective and compelling evidence, such as move-in and move-out photographs, repair invoices and receipts, as well as the parties' testimony, to establish both the pre-tenancy and post-tenancy condition of the Unit regarding the remainder of the Landlord's cleaning and repair claims.
- [41] In Order LR24-06 the Commission applied the principle of betterment in determining the amount to be awarded to a landlord for damage caused by a tenant, taking depreciation into account. The Commission noted that a party should not be put in a better position than they would have been had the damage not occurred.
- [42] In Order LR26-02, the Commission determined that tenants who damaged a rental unit were responsible for 50% of the repair painting expenses. In that matter, the rental unit was renovated in 2020, there was a two-year (approximate) tenancy predating the tenants' tenancy, and the landlord had not established the move-in condition of the rental unit.
- [43] In this matter, the Landlord was unsure when the Unit was last painted before his purchase in 2020. Additionally, the Landlord has not provided sufficient evidence to establish the age of the other items damaged in the Unit.
- [44] As such, I find the circumstances in this matter sufficiently similar to LR26-02, and I will apply a 50% reduction to the repair-related labour/services and hardware claims, while awarding 100% of the claims for garbage collection, garbage disposal, fuel, and cleaning.
- [45] My findings are as follows:

Labour/Services	Established	Labour/Services	Established
Installation of missing/damaged window screens	\$125.00	Installation of toilet and accessories	\$156.25
Collection and disposal of garbage	\$225.00	Repair of damaged flooring	\$200.00
Repair of broken fridge cabinet	\$87.50	Repair of broken ceilings/walls, and painting	\$1,961.00
Collection and disposal of garbage	\$250.00	Complete cleaning of the house	\$300.00
Repair broken toilet plumbing	\$112.50	Subtotal	\$3,417.25
Hardware Purchased	Established	Hardware Purchased	Established
Window Screens	\$34.20	Bifold door hardware	\$23.55
Screen frame/glue	\$17.82	Door track	\$8.62
Fuel for transportation/disposal of garbage	\$30.00	Plumbing accessories	\$20.11
IWMC disposal fee	\$20.00	Plumbing accessories	\$3.85
Fuel for transportation/disposal of garbage	\$40.00	Plumbing accessories	\$13.79
Painting supplies	\$14.08	Toilet	\$82.23
Silicone/caulk	\$13.49	Trim	\$132.20
Door closer	\$15.80	Flooring	\$11.38
Bedroom door handle	\$64.85	Bidet	\$43.06
		Subtotal	\$589.03
		Total	\$4,006.28

Rent owing

[46] The Landlord stated that the Tenant failed to provide proper notice to end the fixed-term and is seeking rent owing for December 2025 and January 2026. The Landlord stated that he had to repair the Unit before it could be re-rented and, despite the Unit being repaired by February 2026, it had not been re-rented as of the hearing date.

[47] Subsection 55(3) of the Act states:

(3) A tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice;

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and

(c) is the day before the day that rent is payable under the tenancy agreement.

[48] I find that the Tenant failed to provide the Landlord with proper notice to end the tenancy under subsection 55(3) of the Act.

[49] I find that the Tenant has not established that the condition of the Unit relieved her of the obligation to pay rent. Subsection 19(1) of the Act states:

"A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent."

[50] The evidence establishes that the Tenant provided the Landlord written notice on November 11, 2025, to end the tenancy on November 30, 2025. However, the Act states that under a fixed-term tenancy, the effective date of the Tenant's termination could not be earlier than the date specified in the tenancy agreement as the end of the fixed-term.

[51] Therefore, the maximum contractual rent that could have become owing from December 2025 to November 2026 was \$17,496.00 (12 months x \$1,458.00).

[52] In Order LR25-25, the Commission allowed a claim for lost rental income due to the condition of a rental unit at the end of the tenancy. The Commission awarded the landlord one month's rent, even though the rental unit could not be re-rented for four months due to required repairs.

[53] However, I find that this matter differs from Order LR25-25 because in that matter, the tenancy agreement was monthly. In this matter, the tenancy agreement was for a fixed term; the Tenant vacated approximately one year before the end of the fixed-term, and the Tenant's maximum contractual rent for the remaining fixed term was \$17,496.00.

[54] I am satisfied that the Landlord took reasonable steps to mitigate his losses by undertaking the necessary repairs and cleaning to prepare the Unit for re-rental. I am also satisfied that the condition of the Unit prevented it from reasonably being re-rented during December 2025 and January 2026.

CONCLUSION

- [55] The Landlord has established cleaning, repair, garbage disposal, and related claims totalling \$4,006.28.
- [56] The Landlord has established rent owing claims for December 2025 and January 2026 totalling \$2,916.00.
- [57] The Landlord will keep the security deposit, including interest, of \$1,306.52.
- [58] The Tenant must pay the Landlord \$5,615.76 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, including interest, of \$1,306.52.
2. The Tenant must pay the Landlord \$5,615.76 by October 30, 2026.

DATED at Charlottetown, Prince Edward Island, this 18th 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.