

INTRODUCTION

- [1] This decision addresses two applications filed by the Landlord and the Tenant 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 a portion of the Tenant's security deposit for cleaning and repairs, in the amount of \$1,237.50.
- [3] The Tenant requests the return of the security deposit balance.

BACKGROUND

- [4] On December 15, 2022 the Tenant moved into the Unit under a written, fixed-term tenancy agreement. The parties renewed the fixed-term every year. Rent in the amount of \$1,480.00 was due on the first day of the month. The Tenant paid the Landlord a \$1,372.00 security deposit at the start of the tenancy.
- [5] On April 15, 2026 the Tenant vacated the Unit and the tenancy ended by mutual agreement.
- [6] On April 29, 2026 the Landlord e-mailed the Tenant and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* claiming part of the Tenant's security deposit (the "Landlord Application").
- [7] On April 29, 2026 the Landlord e-Transferred the Tenant part of the security deposit, including interest, totalling \$246.27.
- [8] On May 1, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* requesting the return of the security deposit balance (the "Tenant Application").
- [9] On June 22, 2026 the Rental Office issued to the parties notice of a tele-hearing scheduled for August 4, 2026.
- [10] On July 20, 2026 the Rental Office issued to the parties a 42-page PDF evidence package.
- [11] On August 4, 2026 the Landlord, the Landlord's witness (the "Witness") and the Tenant participated in the hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

- [12] The Landlord has not established valid claims against the Tenant.
- [13] The Landlord must return the security deposit balance, including the remaining interest balance, in the amount of \$1,260.56 by the timeline below.

ISSUE

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

ANALYSIS & FINDINGS

- [14] 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.

- [15] The Landlord stated that her total expenses were \$1,237.50, calculated below.

Item	Amount
Cleaning	\$312.50
Repairs	\$925.00
Total	\$1,237.50

- [16] Clause 39(2) 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...

- [17] The Landlord's evidence included e-mail correspondence with the Tenant listing the cleaning and repairs required at the end of the tenancy, written submissions and timelines, text-messages, and photographs.
- [18] The Tenant's evidence includes written submissions and text-messages.

Cleaning

- [19] The Landlord stated that the Unit was dirty at the end of the tenancy. The Landlord stated that she and the Witness cleaned the Unit themselves.
- [20] The Landlord stated that she kept \$312.50 for cleaning from the Tenant's security deposit. The Landlord stated that the cleaning cost is based on 12.5 hours of cleaning at \$25.00 per hour. The Landlord stated that she did not include the cost of cleaning materials.
- [21] The Landlord stated that the bathroom required scrubbing residue from the tub and cleaning behind the toilet. The kitchen needed cleaning to remove grease stains from the exterior of cupboards and appliances. The windows, walls and baseboards all required cleaning and the removal of black marks.
- [22] The Landlord stated that her general practice is not to do walkthroughs with tenants at the end of a tenancy. The Landlord stated that there was no move-out inspection completed with the Tenant, and the Landlord did not have any photographs to demonstrate the cleaning required for the Unit.
- [23] The Witness stated that the Unit was in good condition and clean at the start of the tenancy. The Witness stated that the same condition at the end of the tenancy is expected.
- [24] The Tenant stated that she cleaned the Unit before vacating and even sent photographs to the Landlord. The Tenant stated that the Unit was left reasonably clean; however, it is possible she may have missed some grease stains.
- [25] I have reviewed the evidence presented and I find that the Landlord's claim is not established.
- [26] Clause 39(2)(a) requires a tenant to leave a rental unit reasonably clean before vacating.
- [27] I find that the Landlord's evidence is insufficient to establish the Landlord's claim on a balance of probabilities.

- [28] The Tenant disputed the Landlord's claims regarding the cleanliness of the Unit at the end of the tenancy. I find that the Tenant's testimony to be credible and reliable because the Tenant was aware of the Landlord's cleaning demands and that the Tenant admitted to maybe missing some grease stains.
- [29] The Landlord did not have a move-in nor move-out inspection report to assist in establishing a baseline condition of the Unit. Although the Landlord was exempted from completing such inspection reports under section 109, it still would have assisted the Landlord's case.
- [30] I further find that the Landlord's photographs submitted into evidence fail to establish the Landlord's claims against the Tenant because the photographs show only limited areas of the Unit. The photographs do not show such grease or dirt that the Landlord testified about. There were no photographs of the bathroom and overall, I find that the photographs do not establish the Landlord's claims.
- [31] The Landlord also did not submit into evidence any invoices or receipts to establish the cleaning expense. I note, however, that this is less problematic to the Landlord's overall claim because the Landlord and the Witness completed the cleaning themselves, and I do not find any reason to doubt the credibility of the Landlord and the Witnesses testimony regarding the hours spent cleaning the Unit.
- [32] Despite the Landlord and the Witness's time spent cleaning the Unit, I find that the Landlord's evidence does not establish that the Unit was below a reasonably clean standard, and therefore the cleaning claim is denied.

Repairs

- [33] The Landlord is seeking \$925.00 for repairs to the Unit.
- [34] The Landlord stated that there was damage to the walls, which required sanding, cleaning, priming and painting. The Landlord stated that she is seeking \$100.00 to repair this damage.
- [35] The Landlord stated that there was damage to an electric plug receptacle in the bedroom that needed to be replaced, which cost \$75.00.
- [36] The Landlord stated that there was water damage to the floor, which cost \$750.00 to repair.
- [37] The Landlord stated that the Tenant failed to report a leak in the washing machine, which caused water damage to the floor.
- [38] The Landlord stated that the Tenant first mentioned the leak in January 2026. However, the Tenant mentioned "*uneven floors*" back in October 2025. The Landlord stated that the Tenant likely knew of the leak in October 2025 but failed to report it to the Landlord.
- [39] The Landlord stated that after a failure to repair the washing machine, the washing machine was removed from the Unit on or around February 10, 2026. The Landlord stated that from January to February the Tenant continued to use the washing machine, which caused more water damage to the floor.
- [40] The Tenant denied the Landlord's claims.
- [41] The Tenant stated that the damage to the walls was reasonable wear and tear. The Tenant stated that she sanded the walls to attempt to fill in the holes.
- [42] The Tenant stated that the tenancy agreement allowed for her to have 12 picture hangers on the walls. The Tenant stated that she did not damage the electric plug.

- [43] The Tenant stated that she did not notice the washing machine leak until January 7, 2026. The Tenant stated that she contacted the Landlord right away.
- [44] The Tenant stated that she did notice the uneven floor in October 2025, but there was no leak at that time. The Tenant stated that there was another leak in November 2025, but that was from the refrigerator, which a repair person came to the Unit to fix.
- [45] The Tenant stated that the Landlord did not tell her to stop using the washing machine until February 8, 2026.
- [46] I have reviewed the evidence presented and I find that the Landlord's claim is not established.
- [47] To be successful, the Landlord must establish that the Tenant caused damage beyond reasonable 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.¹
- [48] I find that the Landlord's evidence does not establish that the Tenant caused damage beyond reasonable wear and tear.
- [49] I find that the Landlord's three repair claims are not supported by the Landlord's evidence. The photographs submitted do not show damage to the Unit beyond reasonable wear and tear after a three-and-a-half-year tenancy.
- [50] It would be expected that the Landlord would paint the Unit after the Tenant moved out of the Unit. I find that the marks on the walls shown in the photographs are considered reasonable wear and tear.
- [51] I find that the Landlord has not established that the Tenant damaged or stained the electrical plug.
- [52] I find that the Landlord has not established that the Tenant caused or neglected to inform the Landlord of the washing machine leak. I further find that the Landlord's evidence does not establish that the Tenant communicating the uneven floors is related to knowledge of a leak. The Landlord's evidence is speculative and such an inference is unsupported by the evidence. Therefore, the Landlord's repair claims are denied.

CONCLUSION

- [53] The Landlord Application is denied and the Tenant Application is allowed.
- [54] The Landlord must return the remaining security deposit balance, including accrued interest, in the amount of \$1,260.56 by the timeline below, calculated as follows:

Item	Amount
Security deposit	\$1,372.00
Interest (15 DEC 22 to 29 APR 26)	\$124.38
Amount returned to the Tenant on 29 APR 26	-\$246.27
Interest on \$1,250.11 balance (30 APR 26 to 19 AUG 26)	\$10.45
Total	\$1,260.56

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

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant \$1,260.56 by September 21, 2026.

DATED at Charlottetown, Prince Edward Island, this 19th 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.