

## 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 to keep the security deposit, including interest, for cleaning and repairs.

## BACKGROUND

- [3] The Unit is an apartment in an 18-unit building (the “Residential Property”) owned by the Landlord.
- [4] On October 1, 2022, the parties entered into a written one-year fixed-term tenancy agreement for the Unit. The tenancy then continued monthly. Rent of \$1,325.00 was due on the first day of the month. The Tenants paid a \$1,095.00 security deposit at the beginning of the tenancy.
- [5] On March 31, 2026, the Tenants moved out of the Unit, and the tenancy ended by mutual agreement.
- [6] On April 13, 2026, the Landlord filed and served a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking to keep the security deposit for cleaning and repairs.
- [7] On July 23, 2026, the Rental Office emailed the parties a notice of a tele-hearing scheduled for August 18, 2026.
- [8] On July 30, 2026, the Rental Office emailed the parties a 57-page PDF evidence package.
- [9] On August 18, 2026, two Landlord representatives (the “Representatives”) and a Tenant, representing both Tenants, participated in the tele-hearing. The parties confirmed receipt of the evidence package and that it contained all submitted evidence.
- [10] After the hearing, the Landlord submitted additional evidence, which was shared with the Tenants. The Tenants were given a response deadline of August 20, 2026, but they provided no further submissions.

## DISPOSITION

- [11] The Landlord will keep the security deposit, including interest, of \$1,194.77 for cleaning and repairs.

## ISSUE

- A. Can the Landlord keep the security deposit, including interest, for cleaning and repairs?

## EVIDENCE

### Landlord’s evidence and submissions

- [12] The Representatives stated the Landlord is seeking to keep the security deposit for cleaning and repairs. It cost the Landlord more than the security deposit to clean and repair the Unit, but the Landlord is not seeking any additional compensation. The Representatives submitted post-tenancy photographs of the Unit as well as repair and cleaning invoices as evidence.

- [13] The Landlord's claims are as follows:

| Item                | Amount            |
|---------------------|-------------------|
| Cleaning            | \$610.93          |
| Repairs             | \$402.50          |
| Paint and materials | \$211.32          |
| Range hood          | \$148.35          |
| <b>Total</b>        | <b>\$1,373.10</b> |

- [14] The Representatives stated that on March 31, 2026, the Landlord's repair person started repairing and painting the Unit, because the Tenants had not been living in the Unit for a few days. At 10:15 a.m., the Tenants turned over possession of the Unit to the Landlord.
- [15] The Representatives dispute that the repair person told the Tenants they were not required to clean the Unit. The Representatives stated he may have said the Tenants did not have to sweep the main areas. The Representatives stated the Act allowed the Tenants to remain in the Unit until 5:00 p.m. to clean if they chose to do so.
- [16] The Representatives stated that they hired a cleaning company to clean the Unit at a cost of \$610.93. The cleaning company provided details of the required cleaning on their invoice. The Representatives stated that the invoice accurately reflects the Unit's unclean condition when the Tenants moved out, which is supported by their photographs.
- [17] The Representatives stated the Unit was shown to prospective tenants before the Tenants vacated, so they knew the Unit required painting and repairs. The Landlord purchased some painting supplies before the vacate date, which is why some invoices are dated before the end of the tenancy. The Representatives stated the Unit would have been fully or partially painted before the Tenants moved in, as that is the Landlord's common practice.
- [18] The Representatives stated the Landlord was required to repair broken cabinets and a kitchen drawer, repair moisture damage due to the patio door being left open, repair a broken patio door handle and repair damaged trim. The Landlord had to replace the range hood due to cooking damage. The Landlord also had to replace the stove because it was damaged beyond repair.
- [19] The Representatives disputed the Tenant's claim that the stove was unclean and not working when the Tenants moved into the Unit. They also disputed that the Tenants notified the Landlord that the stove was not working. The Representatives stated that the next tenant in the Unit notified them that the stove was not working and the Landlord replaced it due to the damage caused by the Tenants.

#### **Tenants' evidence and submissions**

- [20] The Tenant stated the Landlord's repair person entered the Unit on March 31, 2026, at 8:15 a.m. to start painting and repairs. The Tenant stated that because the painter was going to create a "mess," the Tenant did not continue cleaning the Unit and vacated the Unit at 10:15 a.m. The Tenant stated the repair person also told him he was not required to clean the Unit. The Tenant stated that he did not know when the Unit was last painted and stated that the Landlord did not fix anything during the tenancy.
- [21] The Tenant stated that the stove's oven did not work during the tenancy and that only one burner worked. He stated he notified the Landlord about the broken stove but received no response. The Tenant stated that the Tenants used other appliances to cook. He stated he no longer has access to the messages he sent the Landlord during the tenancy, so he cannot establish when he communicated with the Landlord about the Unit's required repairs.

## ANALYSIS & FINDINGS

### A. Can the Landlord keep the security deposit, including interest, for cleaning and repairs?

[22] Clause 39(2)(a) states:

*When a tenant vacates a rental unit, the tenant shall leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear.*

[23] The burden of proof lies with the Landlord, as the party advancing the claims. The applicable standard is proof on a balance of probabilities. To be successful, the Landlord must establish that the Tenants caused the alleged damage beyond ordinary 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.

[24] I note that for tenancies that started on or after April 8, 2023, written move-in and move-out inspection reports are mandatory under sections 18 and 38. The tenancy between the Landlord and the Tenants started on October 1, 2022. Therefore, the parties were exempt 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.*

[25] Although no inspection reports were completed at the beginning or end of the tenancy, I find that, based on the submitted documentary and photographic evidence, and the parties' testimony, the Landlord has established that the Tenants left the Unit below the standard of reasonably clean, and the Unit was damaged beyond reasonable wear and tear.

[26] I find that, despite the Tenant stating that he moved out before cleaning because the Landlord's repair person was going to create a "mess," the Tenants were still required to leave the Unit reasonably clean before vacating under clause 39(2)(a) of the Act.

[27] I find that the evidence establishes that the Tenants did not leave the Unit reasonably clean before vacating, and that the required cleaning in the Unit was not the result of a "mess" left by the Landlord's repair person. Additionally, I find that the Tenant has not sufficiently established that the repair person told him that he was not required to clean the Unit before vacating.

[28] I also find that the evidence establishes that the Tenants left the Unit damaged beyond the standard of reasonable wear and tear. Specifically, I note the Landlord's evidence of the damage to the kitchen drawer, patio door handle, range hood, and stove. Additionally, I find that the Unit's walls were damaged beyond what would be expected after a 3.5-year tenancy. I find that the evidence establishes that the Landlord's cleaning and repair costs exceeded the security deposit plus interest.

[29] I find that the Landlord's evidence, such as their photographs, invoices, and Representative's testimony, to be more compelling than the Tenant's testimony. The Tenant provided no objective evidence to corroborate his pre-existing damage claims or his claim that he was told he was not required to clean the Unit.

[30] I find that the Landlord has established that they will keep the security deposit plus interest of \$1,194.77 for cleaning and repairs. The Application is allowed.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the security deposit, including interest of \$1,194.77, for cleaning and repairs.

**DATED** at Charlottetown, Prince Edward Island, this 4th day of September, 2026.

(sgd.) Mitch King

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**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.