

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks to keep the Tenant’s security deposit and additional compensation for cleaning, property removal, furnace oil, and damage.
- [3] The Tenant seeks the return of the security deposit and compensation under section 72 because the Landlord served an eviction notice for the Landlord’s occupation of the Unit.

BACKGROUND

- [4] The Unit is a three-bedroom, one-bathroom, 2000 square foot unit that is part of a duplex building that the Landlord has owned for about ten years.
- [5] On March 29, 2021 the Landlord and the Tenant entered into a written, fixed-term tenancy agreement from May 1, 2021 to April 30, 2022, which continued on a monthly basis (the “Tenancy Agreement”).
- [6] On or about April 3, 2021 the Tenant paid the Landlord a security deposit of \$1,600.00. On April 23, 2021 the Tenant moved into the Unit early. Rent in the amount of \$1,600.00 was due on the first day of the month during the entire tenancy.
- [7] On September 14, 2025 the Landlord emailed the Tenant a *Form 4(B) Eviction Notice* seeking that the Tenant vacate the Unit by January 15, 2026 for the Landlord’s occupation of the Unit (the “Occupation Notice”).
- [8] On January 11, 2026 the Tenant vacated the Unit and the tenancy ended on January 15, 2026.
- [9] On January 29, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenant’s security deposit.
- [10] On February 4, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Rental Office claiming for one month’s rent in the amount of \$1,600.00 under section 72 because of the Occupation Notice.
- [11] On April 8, 2026 and May 11, 2026 the Landlord amended the earlier *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) seeking to keep the Tenant’s security deposit and additional compensation, with the claims totaling \$8,964.90. The Landlord later reduced the claims to \$7,941.66.
- [12] On May 25, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for June 30, 2026.
- [13] On June 11, 2026 the Rental Office issued an evidence package to the parties containing a 154-page PDF (“EP”) and one video (the “Video”).
- [14] The Video was submitted by the Tenant. However, it was recorded by the Landlord in late February of 2021 to show the Unit to the Tenant.
- [15] On June 30, 2026 the Landlord, the Tenant, and the Tenant’s witness (“TR”) participated in the hearing. The Tenant confirmed that she was not aware of anything missing from the evidence package. The Landlord was unsure whether anything was missing. I requested that the parties submit any missing documents that had previously been given to the Rental Office by July 3, 2026. I did not receive anything further from the parties.

DISPOSITION

- [16] The security deposit, including interest, totals \$1,750.45.
- [17] The Landlord has established cleaning, furnace oil and a fire pit repair claims in the amount of \$928.75.
- [18] The Tenant has established a claim for one month's rent, in the amount of \$1,600.00, under section 72.
- [19] These amounts offset. The Landlord must pay the Tenant the net amount of \$2,421.70 by the timeline below.

ISSUES

- A. Has the Landlord established claims against the Tenant for cleaning, property removal, furnace oil and damage?
- B. Has the Tenant established a compensation claim against the Landlord for one month's rent under section 72 of the *Act*?

ANALYSIS

A. Has the Landlord established claims against the Tenant for cleaning, property removal, furnace oil and damage?

- [20] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence.
- [21] In this case, the burden of proof lies with the Landlord, as the party advancing the cleaning, property removal, furnace oil and damage claims. The applicable standard is proof on a balance of probabilities.

Cleaning and Property Removal

- [22] The Landlord claimed against the Tenant for a move-out clean (\$460.00), heavy black staining clean (\$160.00) and property removal costs (\$150.00).
- [23] The Landlord's evidence is summarized as follows.
- [24] The Landlord stated that the Video was taken in late February of 2021, while some of the former tenants' personal property remained in the Unit. The former tenants moved out of the Unit on March 1, 2021.
- [25] The Landlord stated that she took photographs of the Unit on March 22, 2021 and early April of 2021. The floors were clean and the Unit was in good condition.
- [26] The Landlord could not complete a normal walkthrough of the Unit with the Tenant because of COVID-19 restrictions. The Landlord had contractors working to get everything ready before the Tenant moved in.
- [27] The Tenant did not tell the Landlord about any mould issues in the Unit during the tenancy.

- [28] When the Tenant moved out there was a lot of dirt in the Unit. The stove, dishwasher and fridge were unclean, with baked on grease and food items. All the floors, baseboard and light covers had to be cleaned. There was black staining around the windows and walls. The Landlord submitted into evidence photographs of the Unit at the end of the tenancy.
- [29] The Landlord stated that the Tenant left behind garbage which included items behind the stairs, a desk, items around the desk, broken barbecues, broken plastic chairs and equipment in the bushes outside.
- [30] The Tenant's evidence is summarized as follows.
- [31] The Tenant stated that she has been friends with her witness, TR, for about thirteen or fourteen years. TR was the Tenant's roommate in the Unit from April 23, 2021 to December 20, 2025.
- [32] The Tenant stated that once she moved into the Unit she and TR had to self-isolate for two weeks because of COVID-19 restrictions and no one else was given access during this period.
- [33] The Tenant stated that a litter box is shown in the Landlord's Video. The Tenant stated that the Landlord seemed to be unaware of the former tenants' pet in the message correspondence between the parties.
- [34] The Tenant stated that she did not have time to fully clean the Unit and she expected that there would be a cleaning charge. The Tenant stated that she did not scrub the Unit's floors.
- [35] The Tenant expected a professional cleaning charge ranging from \$250.00 to \$300.00. However, the Tenant stated that she would pay the \$460.00 cleaning fee because she did not have time to clean the Unit.
- [36] The Tenant disputed the additional fee of \$160.00 because the mould occurred due to the Unit's wooden frame, single pane windows that may have been part of the original house. The Tenant stated that she cleaned mould off of the wooden window frames multiple times during the tenancy. Mould lives in the window frame and the Tenant took care of it while living there. The Tenant stated that she did not introduce the mould to the property.
- [37] The Tenant stated that the ceiling fan was always turned on when the bathroom was used because there was only one switch for the light and the fan.
- [38] The Tenant admitted to leaving cardboard boxes in the Unit because recycling day had not come. There was also a bag of garbage that the Tenant left inside because it would not fit in the black bin and the Tenant did not want to create a larger mess by having it torn open outside by wildlife.
- [39] An item that looked like an old countertop and an old fridge were present when the Tenant moved in. A lot of the items under the stairs were also present when the Tenant moved in. These items include buckets of paint, cleaning supplies and related items. The Tenant denied having a barbecue at the Unit.
- [40] TR's evidence is summarized as follows
- [41] TR stated that he and the Tenant had to self-isolate for two weeks because the Tenant was coming from Fredericton. It was left to TR and the Tenant to clean up the Unit because no one else could come into the Unit.
- [42] TR stated that the Unit was fairly dirty when he moved in. The Unit's condition seemed like a tenant had just moved out. The former occupant left property in the Unit including small animal kennels, a litter box, a shopping bag full of soil and gardening implements, including a spade.

- [43] TR does not believe that a move-in inspection occurred and the Landlord only attended the Unit in person on three occasions during the tenancy. The Landlord attended the Unit around June or July of 2021, a second time when the dishwasher was replaced and a third time shortly before the Occupation Notice was served.
- [44] The Unit has many dark wood floors and all the floors were covered with white fur when TR moved in. TR believes it was cat fur because he later found a litterbox and litter in the Unit. There were substantial amounts of fur throughout the Unit, including the basement. TR and the Tenant cleaned up the fur in the Unit.
- [45] TR stated that there was mould at times, especially in the bathroom. The bathroom fan would sometimes get clogged and would not collect water appropriately. TR and the Tenant dealt with the mould on their own cleaning off of the window frames multiple times.
- [46] TR last entered the Unit near the end of December 2025 or early January 2026 to pick up a few things while the Tenant was moving out. TR saw boot prints on the floor but otherwise nothing seemed out of the ordinary.

Determination

- [47] Clause 39(2)(a) of the Act provides the cleaning 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...

- [48] During the hearing the Tenant agreed to pay for cleaning costs in the amount of \$460.00.
- [49] Based upon the evidence presented, I am not satisfied that the Tenant is responsible for any additional amount for cleaning or property removal costs.
- [50] TR's evidence raises issues with the Unit's initial cleanliness, particularly regarding the presence of pet fur in the Unit. The Tenant would not be expected to bring the Unit to a higher level of cleanliness than the initial condition.
- [51] The Tenant was only responsible to bring the Unit to a reasonably clean condition. The Tenant was not responsible to bring the Unit to a move-in ready condition for the next occupant. The Tenant and TR provided evidence that they removed mould multiple times during the tenancy.
- [52] The Landlord has claimed that the Tenant is responsible for the removal of a number of items. However, the evidence presented does not establish that many of these items belong to the Tenant or TR. Instead, I find that a number of items were left behind by former occupants of the Unit before the Tenant moved in.
- [53] The evidence only establishes that the Tenant left behind a bag of garbage and recycling. However, these items would support minimal to no cleaning or removal costs.
- [54] I find that a claim totalling \$460.00 for all cleaning and removal costs has been established and the additional amounts are denied.

Furnace oil

- [55] The Landlord claims against the Tenant for the cost of filling the Unit's furnace oil tank, in the amount of \$585.00.

- [56] The Landlord stated that she always has tenants leave the furnace oil tank full. The former tenants had the furnace oil tank filled during the first week of March in 2021. The Landlord set the Unit's temperature at about 15 degrees and no hot water was used until the Tenant moved in.
- [57] The Landlord stated that there was warm weather for three or four weeks before the Tenant moved in. The Landlord stated that her photograph of the furnace oil gauge in evidence was taken on April 16, 2021. The Landlord stated that only a small amount of oil would have been used, potentially reducing the Landlord's claim to \$500.00.
- [58] The Tenant stated that the heat was already turned on when the Tenant moved into the Unit. The Tenant did not know when the furnace oil tank was last filled before the Tenant moved in. The Tenant argued that there would be a period where the Landlord was heating the empty Unit before the tenancy started.
- [59] The Tenant stated that, based upon the Landlord's evidence, a month-and-a-half passed between the time the former tenants moved out and the Tenant moved in and the Landlord had contractors in the Unit during this time.
- [60] The Tenant stated that she looked at the furnace oil tank about a week or two after moving in and it was a little over half full at that time.
- [61] The Tenant admitted that the furnace oil tank was left empty when the Tenant moved out.
- [62] TR does not know how full the furnace oil tank was when he moved into the Unit.
- [63] Based upon the evidence presented, I find that the furnace oil tank was full during the first week of March 2021.
- [64] The exact amount of furnace oil in the tank at the beginning of the tenancy is unclear because the tank was not filled immediately before the Tenant moved in. Instead, there was a six or seven-week gap between the date the tank was filled and the date the Tenant moved in.
- [65] The Landlord argued that there would be limited furnace oil usage before the Tenant moved in.
- [66] However, the six or seven-week period starting early March of 2021 is still a relatively cold time of year where furnace oil usage would be necessary for heating the Unit. The Landlord could have avoided any uncertainty by having fuel delivered immediately before the tenancy started. In these circumstances I find that a deduction of one quarter of the Landlord's furnace oil cost is appropriate.
- [67] The Landlord has established a furnace oil claim in the amount of \$438.75 (three quarters of \$585.00).
- [68] I note that the tenancy ended on January 15, 2026 and the Landlord had the furnace oil tank filled on February 5, 2026 (EP103). However, the Tenant admitted that the furnace oil tank was left empty and therefore I have made no adjustment for any furnace oil used from January 15, 2026 to February 5, 2026.

Damage

- [69] With regard to claims for damage against the Tenant, 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

Laminate/Plank Flooring

[70] The Landlord claims against the Tenant for floor damage, in the amount of \$4,071.56.

Evidence

[71] The Landlord's evidence is summarized as follows.

[72] The Landlord stated that the flooring was installed in the Unit about eighteen months before the Tenant moved in.

[73] The Landlord denied that her contractors damaged the floors. The Landlord stated that her carpenter was only in the Unit for the two weeks prior to the Tenant moving in and was not in the main living area. The Landlord stated that she was in the Unit after the carpenter.

[74] The Landlord stated that the floors were in good condition and there was only one scratch in the floor at the beginning of the tenancy.

[75] The Landlord stated that at the end of the tenancy there was gouging throughout the main floor and the master bedroom that are beyond reasonable wear and tear. The gouges could not be sanded out because it is laminate flooring. The same flooring is no longer available and it is a continuous-run floor throughout the main level. The floors in the two other bedrooms were fine.

[76] The Landlord contested the Tenant's evidence that the deep gouges would have been caused by a cat.

[77] The Landlord claims against the Tenant for damage to the bathroom tile floor grouting.

[78] The Landlord submitted into evidence photographs of the Unit's floors.

[79] The Tenant's evidence is summarized as follows.

[80] The Tenant denied causing excessive damage to the floors. The Tenant stated that the Landlord admitted in her Video that the floors had scratches. The Tenant stated that the Video was made before the former tenants moved out and before the Landlord's contractors completed work on the Unit. The Tenant argued that during this month-and-a-half the Landlord's contractors could have damaged the floors.

[81] The Tenant stated that a lot of the floor damage shown in the Landlord's photographs could have been caused by the former tenants' cats and the Tenant did not have any pets in the Unit.

[82] The Tenant stated that she lived in the Unit for more than four years and there would be reasonable wear and tear.

[83] The Tenant stated that the bathroom floor tile and grout were cracked when she moved in but was still in place. The Tenant stated that the bathroom was used for normal activities such as showering and brushing teeth. Missing grout occurs over times, especially if the floor was not laid properly. The Tenant denied dropping anything on the floor or purposely damaging the floors. The Tenant does not know what activities that would have caused damage beyond reasonable wear and tear.

[84] TR's evidence is summarized as follows.

[85] TR stated that there was some wear and tear existing at the time TR moved in, which included floor marks. TR did not take photographs of the pre-existing damage.

- [86] TR stated that he and the Tenant caused some marks through normal movement and wear and tear. TR does not believe that anything excessive occurred that caused floor damage.
- [87] TR stated that the Landlord's floor damage claim is excessive.

Determination

- [88] For the reasons below, I find that the Landlord has not established the floor damage claim.
- [89] The Video provides a partial record of the Unit's floors before the former tenants finished moving out of the Unit. The recording was made before some personal property belonging to the former tenants was moved out and the floors are also partially covered with furniture and beds.
- [90] I note that there is some type of small white spot shown on the floor of the room that the Landlord described as the master bedroom in the video (two-minute, thirty-one seconds into the Video). It is unclear whether or not this was damage because of the Video's image quality.
- [91] The Landlord's mostly undated photographs of the floors generally show large portions of the floor before the tenancy started. They provided limited, close-up details regarding the floor condition.
- [92] Based upon the evidence presented, it is possible that damage occurred to the floors when the former tenants moved out their remaining personal property. It is also possible that damage occurred to the floors while the Landlord's contractors were working in the Unit.
- [93] I have not been provided with a written move-in inspection report to assist with determining the Unit's baseline condition.
- [94] Even though the tenancy started during the COVID-19 Pandemic, the parties could have completed this form. The Landlord could have completed the form and emailed it to the Tenant, requesting that the Tenant identify any disagreements regarding the Landlord's comments.
- [95] 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.
- [96] The tenancy between the Landlord and the Tenant started on April 23, 2021. 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.*
- [97] 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.
- [98] For these reasons, I find that I only have a partial record regarding the Unit's floors covering a period about one-and-a-half months before the tenancy started.
- [99] The Tenant and TR denied causing any deliberate damage to the floors during the tenancy and provided evidence regarding normal use of the floors.
- [100] I note that the Unit was mainly unfurnished and that it would be expected that the Tenant would be moving furniture in at the beginning of the tenancy and moving the furniture out at the end. The tenancy lasted over four-and-a-half years and there is a greater scope of damage that is reasonable wear and tear compared to a short tenancy.

- [101] The Landlord's undated photographs at the end of the tenancy are mainly close-up photographs showing very specific parts of the floors where there are not comparable before photographs.
- [102] I find that there is insufficient to establish that the Tenant caused floor damage beyond reasonable wear and tear.
- [103] Further, the evidence presented does not establish that the Tenant is responsible for any bathroom grouting damage.
- [104] It is unclear what caused the grouting to crack. The Landlord has not established that there was any improper usage of the bathroom that would make the Tenant responsible for the damage. The Tenant's evidence was that there was only normal usage of the bathroom for typical bathroom activities. I find that this damage claim is denied.

Stair Tread Damage

- [105] The Landlord claims against the Tenant for stair tread damage, in the amount of \$500.00.
- [106] The Landlord stated that the part of the photographs submitted into evidence of the stairs were taken shortly before the Tenant moved in. The Landlord stated that the stairs were freshly stained before the Tenant moved in.
- [107] The Landlord stated that at the end of the tenancy there were deep gouges, scratches and damage to the stairs, which need to be sanded and re-stained. The Landlord disputed that this damage was reasonable wear and tear.
- [108] The Tenant stated that the stair damage was reasonable wear and tear caused by normal usage. The Tenant stated that the Landlord's photographs of the stair damage shows some damage that was covered with stain and/or paint. The Tenant stated that the stairs were a "*high traffic area*" because the Unit's only bathroom is on the upper floor at the top of the stairs.
- [109] TR denied damaging the stairs. TR stated that the stairs looked the same as when he moved in. TR believes that there was a chip on the stairs at the time he moved in.
- [110] I note that the Video shows spots or discolourations on the second stair (one minute, twenty-five seconds) the seventh stair (one minute and twenty-eight seconds), the tenth stair (one minute and thirty seconds) and the top stair (one minute, thirty-one seconds).
- [111] The discoloured area on the top stair is located at or near the same area that the Landlord claims the Tenant damaged (EP74, titled P-37).
- [112] The Video and TR's evidence raise issues regarding pre-existing stair damage before the Tenant moved into the Unit.
- [113] The parties had a reasonably long tenancy and it would be expected that the stairs would have significant usage during this time, particularly with the Unit's bathroom being located at the top of the stairs. The evidence presented does not establish any improper usage of the stairs during the tenancy. I find that the Landlord's stair tread damage claim is denied because there is insufficient evidence that the Tenant is responsible for stair damage beyond reasonable wear and tear.

Wall Damage

- [114] The Landlord claims against the Tenant for wall damage, in the amount of \$400.00.

- [115] It appeared to the Landlord that items were moved down the wall. There were scratches and gouges through the drywall. The painter repaired this damage with drywall mud and sanded it out before painting.
- [116] The Landlord stated that there were television mounts that caused gouges.
- [117] The Tenant denied installing television mounts. The Tenant stated that the previous tenants had television mounts.
- [118] The Tenant stated that most of the scuffs on the walls could be painted over, which was not done before move-in.
- [119] The Tenant denied causing gouges to the walls. The Tenant used nails that were already installed when the Tenant moved in and any additional nails the Tenant caused were minimal.
- [120] TR stated that a few paintings were hung on the walls but TR cannot remember if the nails were already there when they moved in. Otherwise, TR does not believe that the Tenant is responsible for any wall damage.
- [121] Based upon the evidence presented, I am not satisfied that the Tenant is responsible for damage beyond reasonable wear and tear. It appears that at least part of the damage claimed by the Landlord was pre-existing damage at the time the Tenant moved into the Unit. The evidence presented only establishes that the Tenant is responsible for minimal changes to the walls.
- [122] The Landlord's wall damage claim is denied.

Basement Door Damage

- [123] The Landlord claims against the Tenant for basement door damage, in the amount of \$500.00.
- [124] The Landlord stated that the outside door handle damaged the basement door. The Landlord's claim includes the new door and the installation cost.
- [125] The Tenant stated that she remembers that the basement door was damaged when she moved in. A gust of wind blew the outside door open damaging the basement door. The Tenant was unsure if she was responsible for this damage because there was no doorstop in this area. The Tenant stated that the Landlord's estimated cost is too high.
- [126] TR stated that the basement door may have been damaged during the initial move-in when TR and the Tenant were moving in all of their belongings. The outside door pushes inwards towards the basement door. The outside doorknob lock may have pushed into the basement door.
- [127] TR stated that he only noticed the door damage after he moved in and cannot say that the Tenant is definitively responsible.
- [128] I find that the Landlord's basement door damage claim is denied. I am not satisfied that the damage would have occurred had a proper doorstop had been installed. It is reasonably foreseeable that wind could blow the exterior door open at times and a door stopper should have been installed before the Tenant moved into the Unit.

Entryway Closet Door

- [129] The Landlord claims against the Tenant for entryway closet door damage, in the amount of \$150.00.

- [130] The Landlord stated that this closet door was later located behind an additional downstairs kitchen fridge.
- [131] During the hearing the Landlord removed this claim against the Tenant.
- [132] TR stated that shortly after moving in he noticed that the entryway closet door was on a runner and the top portion of the door that connected to the runner would often “pop off” the runner. TR and the Tenant took the closet door off the runner and placed it in the basement because eventually it was going to fall. TR denied damaging the closet door.
- [133] I find that the Landlord has withdrawn this claim against the Tenant.

Foundation Repair

- [134] The Landlord claims against the Tenant for foundation damage, in the amount of \$604.90.
- [135] The Landlord stated that there was a square piece of plywood downstairs that was screwed into the foundation. The Landlord stated that this plywood was not there when the Tenant moved into the Unit and the Landlord never gave permission for this installation. There is a crack in the foundation that was not previously there.
- [136] The Landlord’s basement contractor thought that the board may have been installed for a dartboard or a television.
- [137] During the hearing the Landlord stated that she did not have a photograph of the wall before the Tenant moved in. The Landlord removed this claim against the Tenant.
- [138] The Tenant denied screwing anything into the foundation. The Tenant stated that she does not have the tools or the knowledge to complete this type of work. The Tenant stated that the installation was already in place when the Tenant moved in and she does not know if a previous tenant or contractor did the installation.
- [139] TR denied owning a dart board and denied screwing, drilling or sticking anything into the Unit’s foundation.
- [140] I find that the Landlord has withdrawn this claim against the Tenant.

Re-Key/Lock Replacement

- [141] The Landlord claims against the Tenant for re-key/lock replacement, in the amount of \$160.00.
- [142] The Landlord stated that her contractors left the Unit’s keys in a drawer for the Tenant. The Landlord was not aware that the Tenant had changed the locks and the Landlord was not given a set of keys.
- [143] The Landlord stated that at the end of the tenancy the Tenant told the Landlord that the locks were changed. The Landlord asked for the Tenant to leave the keys. Instead, the Tenant removed the locks and left the old ones back in place. The old locks did not fit appropriately which allowed wind to flow into the Unit. The Landlord referred to the photographs that she submitted into evidence regarding the door locks. The Landlord charged the Tenant a re-keying fee.
- [144] The Tenant stated that she was not provided with keys to the Unit during the entire tenancy. The Tenant and TR asked the Landlord for keys multiple times. The Tenant submitted into evidence message correspondence with the Landlord early in the tenancy requesting the Unit’s keys.

- [145] The Tenant and TR took turns leaving the Unit because they did not want to leave it unlocked. The Landlord kept promising to deliver keys but they were never delivered. The Tenant had the locks changed for her safety expecting to change the locks back when the Landlord provided the original keys. However, the Landlord never provided the original keys.
- [146] At the end of the tenancy the Tenant reinstalled the Landlord's original locks. The Tenant denied damaging the doors. The Tenant stated that the exterior doors were made of steel and the door knobs were metal so they would always fit the same.
- [147] TR stated that when he moved into the Unit there was supposed to be door keys available in a drawer. TR could not find the keys and the Landlord did not provide specific information regarding which drawer the keys were in.
- [148] TR contacted the Landlord and was told that the Landlord would drop off keys once the COVID-19 isolation period had ended.
- [149] TR and the Tenant wanted to visit their families when their self-isolation period ended around Mother's Day of 2021. The Tenant left to visit family and TR stayed behind because he did not want to leave the Unit unlocked. TR contacted the Landlord several times for keys but the Landlord never provided them.
- [150] TR and the Tenant installed their own locks about a month-and-a-half later. TR stated that the locks would not have been changed if the Landlord had provided the keys.
- [151] I find that the Landlord's re-key/lock replacement claim is denied.
- [152] The Landlord was required to provide the Tenant with the keys that operated the Unit's door locks. Although the Landlord may have requested contractors to provide keys, I find that keys were never delivered to the Tenant.
- [153] The evidence presented establishes that the Tenant and TR made many requests to the Landlord for keys, but none were provided.
- [154] If the Landlord had provided keys for the door locks, then the locks would not have needed to be changed. As a result, the Landlord's re-key/lock replacement claim is denied.

Fire Pit

- [155] The Landlord claims against the Tenant for fire pit damage, in the amount of \$200.00.
- [156] The Landlord stated that the fire pit is about eighteen to twenty-four inches wide. The Landlord stated that the Tenant was not given permission to install the fire pit. The hole needs to be filled and new sod placed to make the grass a *"complete, cohesive unit."*
- [157] The Landlord stated that the photograph of the fire pit in evidence was taken around late August or early September of 2025.
- [158] The Tenant admitted that she dug the fire pit without the Landlord's permission.
- [159] The Tenant stated that she did not expect to be charged for the fire pit because it could easily be filled from the garden bed that is about five feet away. The Tenant expected that the repair would cost much less than the Landlord's \$200.00 claim because a bag of soil only costs about six dollars.
- [160] The Tenant stated that the Landlord's photographs were taken in the summer and the Tenant was evicted during the winter, but the Landlord never complained to the Tenant about the fire pit.

- [161] TR stated that he and the Tenant made the fire pit in the Unit's backyard. TR stated that the hole is about twelve inches in diameter and about twelve inches deep. TR stated that the Landlord's \$200.00 estimate is excessive.
- [162] I find that the Tenant is responsible for part of the Landlord fire pit repair claim. The Tenant admitted responsibility for creating the fire pit without the Landlord's permission.
- [163] However, I find that a \$200.00 claim for repairing the fire pit is excessive. A reasonable solution would be to fill the fire pit with soil and spread some grass seed, which would involve minimal labour and materials.
- [164] The Landlord could also have asked the Tenant to address this issue in September of 2025 when the Landlord was aware of the fire pit. In these circumstances, I find that only a much lower repair cost is supported, in the amount of \$30.00.

B. Has the Tenant established a compensation claim against the Landlord for one month's rent under section 72 of the Act?

- [165] Sections 72 and 73 of the Act required the Landlord to pay compensation to the Tenant because the Landlord served the Occupation Notice to move into the Unit.
- [166] These sections state as follows:

A landlord shall compensate a tenant who receives a notice of termination of a tenancy under section 62 or 63 in an amount equal to one month's rent plus reasonable moving expenses in accordance with the regulations or offer the tenant another rental unit acceptable to the tenant.

Where the landlord is required to compensate a tenant under section 70, 71 or 72, the landlord shall compensate the tenant no later than the termination date specified in the notice of termination of the tenancy given by the landlord.

- [167] Subsection 6(1) of the *Residential Tenancy Regulations* states:

For the purposes of subsections 70(1) and (2) and sections 71 and 72 of the Act, reasonable moving expenses are the lesser of the actual expenses of the move or one month's rent.

- [168] This type of compensation must be paid whether or not the tenancy is for a fixed-term, month-to-month or a fixed-term that has converted to a month-to-month tenancy.
- [169] The Tenant's evidence establishes that the Landlord had a duty to pay the Tenant section 72 compensation on or before January 15, 2026, but the compensation remains outstanding.
- [170] The Tenant stated that she was not seeking moving expenses because the Tenant's family helped move her out.
- [171] I find that the Tenant has established a compensation claim against the Landlord under section 72 for one month's rent, in the amount of \$1,600.00.

CONCLUSION

- [172] The Landlord has established cleaning, furnace oil and a fire pit repair claims in the total amount of \$928.75, calculated as follows:

Landlord's Established Claims	
Cleaning	\$460.00
Furnace oil	\$438.75
Fire pit	\$30.00
	\$928.75

- [173] The security deposit, including interest, totals \$1,750.45.
- [174] The Tenant has established a claim for one month's rent, in the amount of \$1,600.00, under section 72.
- [175] The Tenant's established claims total \$3,350.45, calculated as follows:

Tenant's Established Claims	
Item	Amount
Security deposit	\$1,600.00
Interest (3 APR 2021 to 18 SEP 2026)	\$150.45
Section 72 compensation	\$1,600.00
	\$3,350.45

- [176] The established claims offset.
- [177] The Landlord must pay the Tenant the net amount of \$2,421.70 by the timeline below, calculated as follows:

Net Amount Payable to the Tenant	
Tenant Established Claims	\$3,350.45
Landlord Established Claims	-\$928.75
	\$2,421.70

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant the amount of \$2,421.70 by October 19, 2026.

DATED at Charlottetown, Prince Edward Island, this 18th day of September, 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.