INTRODUCTION

[1] This decision addresses an application the Landlord 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, in the amount of $1,743.62, for cleaning and repairs.

BACKGROUND

[3] The Unit is an apartment in a multi-unit building (the "Residential Property") owned by the Landlord.

[4] The parties entered into a written fixed-term tenancy agreement for the Unit from February 8, 2023, to January 31, 2024. The parties renewed the fixed-term tenancy agreement annually. Rent of $1,713.00 was due on the first day of the month. The Tenant paid a $1,595.00 security deposit on January 17, 2023.

[5] On June 30, 2026, the tenancy ended by mutual agreement.

[6] On July 13, 2026, the Landlord filed and served a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the security deposit for cleaning and repairs (the "Application").

[7] On August 25, 2026, the Rental Office emailed the parties a tele-hearing notice scheduled for October 6, 2026 at 3:00 p.m.

[8] On September 21, 2026, the Rental Office shared four Landlord videos and a 139-page PDF (the "Evidence Package") with the parties via TitanFile.

[9] On October 6, 2026, the Landlord's representative (the "Representative") and the Tenant participated in the tele-hearing. The parties confirmed receipt of the Evidence Package and that it contained all submitted evidence.

[10] After the hearing, both parties submitted additional evidence, which was shared with the other party and added to the record.

DISPOSITION

[11] The Landlord must return the security deposit, including interest, in the amount of $1,743.62 to the Tenant by the timeline below.

ISSUE

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

EVIDENCE

The Landlord's evidence is summarized as follows.

[12] The Representative stated that the Landlord seeks to keep the security deposit for cleaning and repairs. The Tenant moved out in May 2026, and the Landlord completed the move-out inspection on June 5, 2026. The Tenant did not wish to participate in the move-out inspection or sign the move-out inspection report.

[13] The Landlord does not have a move-in inspection report from when the Tenant moved into the Unit. The Tenant was the second tenant to live in the Unit, and the first tenant only lived in the Unit from June 2022 to February 2023. The Representative submitted a copy of an "*Rented Unit Condition Report*" (the "Condition Report") dated November 3, 2022, completed during the previous tenancy, which he stated showed the Unit was in good condition at that time.

[14] After the Tenant moved out, the appliances were still unclean, and the cabinets, backsplash, and lights above the sink were dirty. The Tenant left the doors, walls, trim, and floors dirty. Three window screens had holes and needed replacement due to damage from the Tenant's pets. The Tenant damaged the walls, trim, and doors. The Unit needed to be repainted in full.

[15] The Landlord submitted a move-out inspection report, move-out photographs, and move-out videos of the Unit after the Tenant vacated.

The Tenant's evidence is summarized as follows.

[16] The Tenant disputes the Landlord's claim to keep the security deposit. The Tenant stated that the Unit was clean when she moved out, and any alleged repairs would be considered reasonable wear and tear. She stated the Unit was not cleaned or painted before she moved in, and the previous tenant left the TV mount on the wall.

[17] The Tenant moved out of the Unit in May 2026 due to personal circumstances. The Tenant continued to pay rent until the end of the tenancy. The Tenant did not wish to return to the Unit to participate in the move-out inspection. The Tenant submitted photographs of the Unit from when she moved out, which she stated show the Unit clean and in good condition.

ANALYSIS & FINDINGS

A. Can the Landlord keep the security deposit for cleaning and repairs?

[18] 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…*

[19] The burden of proof, on a balance of probabilities, lies with the Landlord as the party advancing the claims. To be successful, the Landlord must establish that the Unit was left below the standard of reasonably clean; 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]

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

[20] I note that all tenancy agreements commencing on or after April 8, 2023, require a pre-tenancy and post-tenancy inspection report under clauses 18(3) and 38(3) of the Act. In this case, the tenancy between the Landlord and the Tenant started on February 8, 2023. Therefore, the parties were exempt from the inspection requirements under section 109. However, best practice is always to document the pre-tenancy condition of a rental unit before a tenant moves in.

[21] I note that what may be considered reasonable wear and tear in a rental unit may differ depending on various factors, such as the length of the tenancy. In this case, the Tenant lived in the Unit for approximately three years. I find that some reasonable wear and tear to the Unit would be expected over a three-year tenancy.

[22] Additionally, the cleaning standard at the end of a tenancy is "reasonably clean." A tenant is not required to leave a rental unit move-in ready for the next tenant.

[23] In this case, there is limited evidence of the Unit's condition before the Tenant moved in. In the absence of a pre-tenancy inspection report or other reliable evidence of the Unit's condition at the beginning of the tenancy, I find that the Landlord has provided limited direct or objective evidence of the Unit's pre-tenancy condition.

[24] The Representative stated that the Condition Report, dated November 3, 2022, completed during the previous tenancy, showed the Unit was in good condition at that time. However, I find that the Condition Report indicates that some areas in the Unit still required repair at that time. There is insufficient evidence to establish if those deficiencies were corrected before the Tenant moved into the Unit.

[25] I have reviewed the evidence submitted by the parties. Given the limited evidence of the Unit's pre-tenancy condition, I find that the submitted documentation, photographs and videos do not establish that the Unit was left below a reasonably clean standard or that the Unit was damaged beyond reasonable wear and tear. I find that there is no cleaning or damage for which the Tenant is responsible under clause 39(2)(a) of the Act.

CONCLUSION

[26] I find that the Landlord must return the security deposit, including interest, in the amount of $1,743.62 to the Tenant by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord must return the security deposit, including interest, in the amount of $1,743.62 to the Tenant by November 16, 2026.

DATED at Charlottetown, Prince Edward Island, this 16th day of October, 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.