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 $958.02 in compensation for repairs, cleaning, rent owing, miscellaneous expenses and utility expenses, and to keep the security deposit.

BACKGROUND

[3] The Unit is a room and shared common spaces in a four-bedroom house (the "Residential Property") managed by the Landlord.

[4] On November 3, 2025, the Tenant and the Landlord entered into an oral monthly tenancy agreement for the Unit. The Tenant paid a $530.00 security deposit at the beginning of the tenancy. Rent was $530.00 per month, payable on the last day of the month for the following month.

[5] The Tenant also paid $70.00 for electricity expenses to cover the final month of the tenancy.

[6] On January 28, 2026, the parties signed a written fixed-term tenancy agreement dated November 3, 2025, for the term ending March 31, 2026.

[7] On March 31, 2026, the tenancy ended by mutual agreement and the Tenant moved out of the Unit.

[8] On May 11, 2026, the Landlord filed and served a *Form 2(B) Landlord Application to Determine Dispute* seeking $958.02 in compensation for repairs, cleaning, rent owing, miscellaneous expenses, and utility expenses, and to keep the security deposit (the "Application").

[9] On August 18, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for October 1, 2026, at 9:00 a.m.

[10] On September 3, 2026, the Rental Office emailed the parties notice of a rescheduled tele-hearing for October 1, 2026, at 1:00 p.m.

[11] On September 25, 2026, the Rental Office emailed the parties one Landlord video and a 32-page PDF (the "Evidence Package").

[12] On October 1, 2026, the Landlord and the Landlord's witness joined the tele-hearing. I telephoned the Tenant and emailed the Tenant an additional copy of the tele-hearing notice. The Tenant did not join the tele-hearing, and it proceeded ten minutes after the scheduled time. The Landlord confirmed receipt of the Evidence Package and that no evidence was missing from the record. The Tenant provided no evidence or documents.

[13] On October 6, 2026, the Rental Office shared a copy of a second Landlord video with the Tenant that could not previously be shared due to technical issues. The Tenant was provided with a response deadline of October 9, 2026. The Tenant did not respond or provide additional evidence regarding the second Landlord video.

DISPOSITION

[14] The Landlord must pay the Tenant $993.68 by the timeline below.

ISSUES

A. Must the Tenant compensate the Landlord for repairs, cleaning, rent owing, miscellaneous expenses and utility expenses?

B. Can the Landlord claim against the security deposit?

EVIDENCE

The Landlord's evidence is as follows.

[15] The Landlord seeks $958.02 in compensation for repairs, cleaning, rent owing, miscellaneous expenses and utility expenses, and to keep the security deposit. There was no written move-in or move-out inspection report completed with the Tenant. The Landlord submitted two move-out videos and photographs as evidence.

[16] The Landlord submitted a video of the Tenant admitting to damaging the floor with a hot pot and estimated the repair would cost $550.00. The Landlord has no current plans to repair the floor. The Landlord stated the floor was the original floor and was approximately 76-86 years old.

[17] The Landlord stated the Tenant broke the Unit's closet door, and the repair cost $30.00. The Landlord submitted a video showing the Tenant admitting he removed the door. The Landlord completed the repair.

[18] The Landlord estimated it cost $80.00 to repair the Unit's walls because the Tenant affixed posters to the walls and the posters removed some of the plaster. The Landlord completed the repair.

[19] The Landlord stated the Tenant damaged a common-area wall area by spilling liquid and estimated the repair cost at $50.00. The Landlord completed the repair.

[20] The Landlord estimated it cost $40.00 to clean the Unit after the Tenant moved out, including paper residue on the floor, improperly cleaned floor and closet, unmade or improperly handled bedding, sticker residue on the back door, and uncleaned assigned space in the refrigerator.

[21] The Landlord claimed $48.00, or $8.00 per month, for cleaning of shared/common areas.

[22] The Landlord estimates a loss of $100.00, or 10 days of rent, while the claimed repairs were underway.

[23] The Landlord claimed $80.00 because the Tenant used other tenants' belongings and ate some other tenants' food during the tenancy.

[24] The Landlord claimed $3.00 in rent owing for March 2026.

[25] The Landlord stated the Tenant's portion of the March 2026 electricity bill is $87.02. The Landlord stated the Tenant only paid $70.00 at the beginning of the tenancy for March 2026's electricity expense, and he owes the Landlord $17.02.

ANALYSIS & FINDINGS

A. Must the Tenant compensate the Landlord for repairs, cleaning, rent owing, miscellaneous and electricity expenses?

[26] 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.*

[27] The burden of proof lies with the Landlord, as the party advancing the claims. To be successful, the Landlord must establish that the Tenant caused the alleged 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.

[28] I note that all tenancy agreements commencing on or after April 8, 2023, require a written pre-tenancy and post-tenancy inspection report under subsections 18(3) and 38(3) of the Act.

[29] 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."*

[30] In this case, no written pre-tenancy or post-tenancy inspection reports were completed. I note that the Landlord submitted two videos of a move-out inspection of the Tenant's room completed with the Tenant.

[31] 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.

Floor

[32] The Landlord submitted a video of the Tenant admitting to damaging the floor and estimated the repair would cost $550.00. However, the Landlord submitted no written estimates from a qualified repair person to establish this expense and has no current plans to repair the floor.

[33] In Order LR26-11, the Commission stated:

> *"Furthermore, neither the Landlord nor the Representative provided documentary evidence such as invoices or written estimates to substantiate the repair costs. The Landlord must provide sufficiently reliable evidence of the cost of repairing any proven damage. Mere assertions or estimates, without corroborating documentation, will generally be considered insufficient.*"

[34] In Order LR24-06, the Commission also 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. In this case, the Landlord stated the floor was approximately 76-86 years old, and I find insufficient evidence that the floor was repaired or resurfaced after its initial installation.

[35] However, I find that the Tenant damaged the floor beyond reasonable wear and tear. Based on the floor's age and the insufficient evidence establishing an actual repair cost, I find that the Tenant must compensate the Landlord $100.00 as a nominal amount for the flooring damage. This claim is allowed in part.

Unit's closet

[36] The Landlord estimated the cost to repair the Unit's closet at $30.00. However, the Landlord submitted no move-in inspection report to establish the closet's condition before tenancy. The Landlord submitted no receipts or invoices to substantiate these repair expenses. The Landlord submitted video evidence that the Tenant removed the closet door, but not that the Tenant damaged it. This claim is denied.

Unit's walls

[37] The Landlord estimated it cost $80.00 to repair the Unit's walls because the Tenant affixed posters to the walls. The Landlord submitted video evidence of the Tenant admitting to affixing the posters. However, the Landlord submitted no move-in inspection report to establish the wall's condition before move-in, and no receipts or invoices to sufficiently establish these repair expenses.

[38] However, I find that the Tenant damaged the Unit's walls beyond reasonable wear and tear. I find that the Tenant must compensate the Landlord $50.00 as a nominal amount for the wall damage**.** This claim is allowed in part.

Common area wall

[39] The Landlord estimated it cost $50.00 to repair a common area wall after the Tenant spilled liquid on it. However, the Landlord submitted no move-in inspection report to establish the common area wall's condition before the tenancy. The Landlord submitted no receipts or invoices to substantiate these repair expenses.

[40] Although the Landlord submitted photographs that appear to show spilled liquid on the wall, I note that this wall was in a common area of the Residential Property. I find that there is insufficient evidence that the Tenant caused the damage. This claim is denied.

Cleaning the Unit

[41] The Landlord estimated it cost $40.00 to clean the Unit after the Tenant moved out, including paper residue on the floor, improperly cleaned floor and closet, unmade or improperly handled bedding, sticker residue on the back door, and uncleaned assigned space in the refrigerator.

[42] The Landlord submitted two videos of a move-out inspection with the Tenant. In one video, the Landlord's witness moved the Unit's bed and showed garbage underneath. The Tenant can be heard saying he needs more garbage bags to finish cleaning. However, the Landlord submitted no evidence that the Tenant failed to remove this garbage before vacating the Unit or failed to clean the other items, such as the sticker residue or bedding.

[43] Without further evidence of the Unit's condition after the videos were taken, and no evidence of the Tenant's assigned space in the refrigerator, I find that the Landlord has not established this cleaning cost. This claim is denied.

Cleaning the common areas

[44] The Landlord claimed $48.00, or $8.00 per month, for cleaning of shared/common areas. I find that the Landlord submitted insufficient evidence, such as a clause in the tenancy agreement, that the Tenant agreed to pay the Landlord this monthly cleaning expense. Additionally, the Landlord submitted no evidence establishing that the Tenant left the shared/common areas unclean. This claim is denied.

Rent

[45] The Landlord estimates a loss of $100.00, or 10 days of rent, while the claimed repairs were underway. However, the Landlord has only established claims for wall and floor damage. I find the wall damage would take less than a day to repair, and the floors have not been repaired at all. I find that the Landlord has not established that the Tenant must compensate the Landlord for any "loss" of rent.

[46] The Landlord claimed $3.00 in rent owing for March 2026. I find that the Landlord did not submit sufficient evidence, such as a rental ledger, to establish that the Tenant owes the Landlord rent for March 2026. These claims are denied.

Miscellaneous expenses

[47] The Landlord claimed $80.00 ($40.00 x 2) because the Tenant used other tenants' belongings and ate some other tenants' food during the tenancy. I note that the Act has jurisdiction only to determine financial disputes between landlords and tenants, not between tenants. These claims are denied.

Electricity

[48] The Landlord stated the Tenant's portion of the March 2026 electricity bill is $87.02. The Landlord stated the Tenant only paid $70.00 at the beginning of the tenancy for March 2026's electricity expense, and he owes the Landlord $17.02. However, I find that the Landlord has not submitted sufficient evidence, such as an electricity bill, to establish that the Tenant owes this expense.

[49] I find that the Landlord has not established that the Tenant must compensate the Landlord for electricity expenses, and the $70.00 the Tenant paid at the beginning of the tenancy will be set off against the Landlord's established compensation claims.

[50] I find that the Landlord has established a total claim of $150.00.

B. Can the Landlord claim against the security deposit?

[51] Section 40 of the Act provides the rules for keeping and returning security deposits, stating in part as follows:

> *(1) Except as provided in subsection (2) or (3), within 15 days after the date the tenancy ends or is assigned, the landlord shall either*
> *(a) issue payment, as provided in subsection (5), of any security deposit to the tenant with interest calculated in accordance with the regulations; or*
> *(b) make an application to the Director under section 75 claiming against the security deposit.*
>
> *(2) A landlord may retain from a security deposit an amount that*
> *(a) the Director has previously ordered the tenant to pay to the landlord; and*
> *(b) remains unpaid at the end of the tenancy.*
>
> *(3) A landlord may retain an amount from a security deposit if*
> *(a) at the end of a tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant; or*
> *(b) after the end of the tenancy, the Director orders that the landlord may retain the amount.*
>
> *(4) Where a landlord does not comply with this section, the landlord*
> *(a) shall not make a claim against the security deposit; and*
> *(b) shall pay the tenant double the amount of the security deposit.*

[52] In Order LR25-33, the Commission commented on a landlord's section 40 requirements stating:

> "*As considered in Commission appeal Order LR25-17 Xianfeng Yue and Ying Zhao v. Steve Dyer (see especially paragraphs 18-21), section 40 of the Act requires the return of the security deposit within 15 days subject to specific exceptions and if a landlord fails to follow those requirements the penalty of a double deposit award is imposed under subsection 40(4). Neither the Rental Office nor the Commission on appeal has been given any discretion to allow for forgiveness of a landlord's section 40 non-compliance*."

[53] The evidence establishes that the tenancy ended on March 31, 2026, by mutual agreement. The Landlord then had until April 15, 2026, to either return the security deposit, plus interest, or file an application with the Rental Office. The evidence establishes that the Landlord did not file the Application until May 11, 2026. No previous Rental Office Order permits the Landlord to keep the security deposit, and there is no written agreement to allow the Landlord to keep it.

[54] I find that the Landlord did not comply with section 40 of the Act regarding the return of the security deposit. Therefore, by operation of law, the Landlord cannot claim against the security deposit. The Landlord must return the security deposit, including interest, and compensate the Tenant double the amount of the security deposit under subsection 40(4).

[55] I note that a tenant is not required to file an application to receive double the security deposit as compensation. In this case, the Landlord filed the Application; however, the Landlord did not comply with section 40 of the Act.

Tenancy agreement

[56] Subsections 11(1) and (2) of the Act require the tenancy agreement to be in writing and to have the formal requirements listed in subsection 11(2) of the Act. The tenancy agreement is not on the standard form and does not have all the formal requirements. The Rental Office's *Form 1 – Standard Form of Tenancy Agreement* is available on the Rental Office's website.

CONCLUSION

[57] The Tenant must compensate the Landlord $100.00 for the floor damage and $50.00 for the wall damage.

[58] The Landlord must return the $70.00 the Tenant paid at the start of the tenancy for electricity expenses.

[59] The Landlord must return the $530.00 security deposit, including interest of $13.68, and compensate the Tenant under subsection 40(4) with double the $530.00 security deposit.

[60] The amounts are set off, and the Landlord must pay the Tenant $993.68 by the timeline below.

[61] My calculations are as follows:

Item	Amount
Damages	($150.00)
Electricity payment	$70.00
Security deposit	$530.00
Interest (Nov. 3/25 – Oct. 16/26)	$13.68
Double security deposit	$530.00
Total payable	**$993.68**

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant $993.68 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.