

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 rent owing and additional compensation for cleaning and repairs in the total amount of \$6,001.02.

BACKGROUND

- [3] The Unit is a single-family mini-home managed by the Landlord.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit from March 15, 2024, to February 28, 2025. The tenancy then continued month-to-month. The Tenants paid a \$1,500.00 security deposit on March 1, 2024. Rent was \$1,631.68 per month, due on the first of the month.
- [5] On May 4, 2026, the Landlord served the Tenants with a *Form 4(A) Eviction Notice* effective May 25, 2026, for non-payment of rent, in the amount of \$1,631.68 (the “Notice”).
- [6] On July 14, 2026, the Tenants moved out of the Unit, and the tenancy ended.
- [7] On July 17, 2026, the Tenants gave the Landlord written permission to keep the security deposit to offset part of the rent owing.
- [8] On July 28, 2026, the Landlord filed and served a *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing and compensation for cleaning and repairs (the “Application”).
- [9] On August 18, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for October 15, 2026.
- [10] On September 25, 2026, the Rental Office emailed the parties a 49-page PDF evidence package.
- [11] On October 15, 2026, the Landlord’s representative (the “Representative”) joined the tele-hearing. I telephoned the Tenants and emailed them an additional copy of the tele-hearing notice, but received no response. The Tenants did not join the tele-hearing, and the hearing proceeded ten minutes after the scheduled time.
- [12] The Representative confirmed receipt of the evidence package and that no evidence was missing from the record. The Tenants provided no evidence or documents.
- [13] On October 15, 2026, the Representative provided additional evidence, which the Rental Office shared with the Tenants via TitanFile. I provided the Tenants with a response deadline of October 19, 2026, at 4:00 p.m.
- [14] On October 16, 2026, I requested further submissions from the parties regarding the Landlord’s submitted pre-tenancy photographs.
- [15] On October 19, 2026, the Landlord provided the Rental Office and the Tenants with additional submissions regarding their pre-tenancy photographs. I provided the Tenants with a response deadline of October 20, 2026, at 4:00 p.m. The Tenants provided no submissions or evidence.

DISPOSITION

- [16] The Application is allowed.
- [17] The Tenants must pay the Landlord \$5,912.93 by the timeline below.

ISSUES

- A. Do the Tenants owe the Landlord rent?
- B. Must the Tenants compensate the Landlord for cleaning and repairs?

EVIDENCE

- [18] The Representative stated that the Tenants owe the Landlord \$868.57 in rent up to July 14, 2026, the day they vacated. The Tenants owed \$2,368.57, but on July 17, 2026, the Tenants gave the Landlord written permission to keep the security deposit to offset part of the rent owing. The Landlord submitted a rental ledger and messages between the parties as evidence.
- [19] The Representative stated that during the tenancy, the Tenants did not properly maintain the Unit's lawn, and the Landlord had to hire a landscaping company to restore the lawn for \$402.50. Grass cutting was not an included service in the tenancy agreement. The Landlord submitted an invoice and photographs of the yard.
- [20] The Representative stated that the Tenants left a large amount of personal property, furniture, food, and garbage inside and outside the Unit when they vacated. The Landlord spent 7 hours removing the Tenants' personal property and garbage from the Unit and is claiming \$474.95. The Landlord submitted an invoice and photographs of the Unit.
- [21] The Representative stated that the Landlord renovated the Unit before the Tenants moved in. The Landlord provided photographs of the Unit and a rental advertisement from September 25, 2023. The Representative stated that the Tenants were the first tenants to live in the Unit after the renovation.
- [22] The Representative stated that the Tenants caused extensive damage to the Unit during the tenancy, and the Landlord had to repair the drywall, floors, cabinets, and vanities, and repaint afterward. The Unit also had mould, which required remediation. The Landlord hired a repair person to complete the repairs, which took approximately 45 days and cost \$4,255.00. The Representative also submitted move-in photographs and an inspection report for the next tenants, dated October 1, 2026, as evidence of the Unit's post-repair condition.

ANALYSIS & FINDINGS

- A. Do the Tenants owe the Landlord rent?
- [23] Based on the Representative's undisputed testimony and the submitted rental ledger, I find that the Landlord has established that the Tenants owe the Landlord \$868.57 in rent. This claim is allowed.

B. Must the Tenants compensate the Landlord for cleaning and repairs?

[24] 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.

[25] The burden of proof lies with the Landlord, as the party advancing the claims. To be successful, the Landlord must establish that the Tenants caused the alleged damage beyond reasonable 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.

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

[27] 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 (at 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."

[28] In this case, no written pre-tenancy inspection report was completed. However, the Landlord submitted photographs of the Unit dated September 25, 2023, showing that the Unit had been newly renovated before the Tenants' occupancy. The Representative also provided undisputed testimony that the Tenants were the first tenants to live in the Unit after it had been renovated. Therefore, I find that the Landlord provided sufficient evidence to establish the Unit's pre-tenancy condition.

[29] For the reasons below, I find that the Landlord's claims are established, totalling \$6,001.02, before deducting security deposit interest.

[30] I find that the Landlord's undisputed evidence establishes that the Tenants vacated the Unit and left the Unit in a condition below the standard of reasonably clean and caused damage to the Unit beyond reasonable wear and tear.

[31] The Landlord's evidence included photographs of the Unit taken before the tenancy started, at the end of the tenancy, and at the beginning of the next tenancy. The September 2023 pre-tenancy photographs establish the Unit was in good condition at that time. The end-of-tenancy photographs show garbage in the Unit, mould and significant damage to the lawn, drywall, floors, cabinets, and vanities. The pre-tenancy photographs for the next tenancy establish the Unit was repaired and was in good condition as of October 1, 2026.

[32] In Order LR24-06, the Commission 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, as the Unit was newly renovated before the Tenants moved in, there would have been no depreciation before the damage occurred. Therefore, I will not apply the principle of betterment to the Landlord's claims for repairs to the Unit.

[33] I find the Landlord's cleaning and repair claims are allowed in the total amount of \$5,132.45.

CONCLUSION

[34] The Tenants must pay the Landlord \$868.57 in outstanding rent.

[35] The Tenants must pay the Landlord \$5,132.45 for cleaning and repairs.

[36] The security deposit interest is \$88.09 as of the date the Tenants gave the Landlord written permission to keep the security deposit.

[37] The amounts are offset, and the Tenants must pay the Landlord \$5,912.93 by the timeline below.

[38] My calculations are as follows:

Item	Amount
Rent	\$868.57
Lawn repair	\$402.50
Cleaning	\$474.95
Repairs	\$4,255.00
Interest (March 1/24 – July 17/26)	(\$88.09)
Total payable	\$5,912.93

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlord \$5,912.93 by December 21, 2026.

DATED at Charlottetown, Prince Edward Island, this 21st 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.