INTRODUCTION

[1] This decision addresses two applications the Landlord and the Tenants filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

[2] The Landlord seeks to keep part of the Tenants' security deposit for repairs, cleaning and replacing a shower head, totalling $1,279.03. The Landlord is also seeking a determination that the moving expense paid to the Tenants was reasonable.

[3] The Tenants seek the return of full amount of the security deposit, including interest, totalling $1,756.66.

BACKGROUND

[4] The parties agreed to the following facts.

[5] The Unit is a three-bedroom, two-bathroom single-family dwelling.

[6] On February 1, 2021 the parties entered into a written, fixed-term tenancy agreement at the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of $1,600.00 was due on the first day of the month.

[7] On February 3, 2021 the Tenants each paid the Landlord $800.00, for the security deposit, totalling $1,600.00.

[8] On June 26, 2026 the Tenants received a *Form 4(B) Eviction Notice* for a buyer's possession of the Unit.

[9] On July 8, 2026 the Landlord paid the Tenants one month's rent and $1,300.00 in moving expenses for compensation due to the eviction notice.

[10] On July 12, 2026 the Tenants vacated the Unit and the tenancy ended by mutual agreement.

[11] On July 15, 2026 the Tenants and the Landlord's real estate agent completed a *Form 5 Landlord Condition Inspection Report*. The Tenants did not sign the report.

[12] On July 27, 2026 the Landlord e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep part of the Tenants' security deposit and requesting a determination that the moving expense paid to the Tenants was reasonable (the "Landlord Application").

[13] On July 29, 2026 the Tenants e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking the return of the security deposit (the "Tenant Application").

[14] On August 7, 2026 the Rental Office provided the parties with notice of a tele-hearing scheduled for October 6, 2026.

[15] On September 16, 2026 the Rental Office provided the parties with an updated notice of a tele-hearing scheduled for October 29, 2026.

[16] On September 21, 2026 the Rental Office issued to the parties a 97-page PDF evidence package.

[17] On October 29, 2026 the Landlord and one of the Tenants (the "Tenant") participated in the hearing. The parties confirmed that they received the evidence package and confirmed that all evidence previously submitted to the Rental Office was included. The parties submitted additional evidence after the hearing, which was forwarded to the other party.

DISPOSITION

[18] I find that the moving expenses paid were reasonable.

[19] The Landlord's claims are established in part. The Landlord will keep $302.98 of the security deposit for cleaning.

[20] The Landlord must pay the Tenants the remaining balance of the security deposit, including interest, calculated below and by the timeline below.

ISSUES

A. Were the moving expenses paid to the Tenants reasonable?

B. Has the Landlord established valid claims against the Tenants to keep part of the security deposit?

EVIDENCE & ANALYSIS

Moving expenses

[21] The parties' evidence establishes that the tenancy ended due to an eviction notice served under clause 63(1)(a) of the *Act*.

[22] Section 72 of the *Act* states:

> *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.*

[23] 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*.

[24] The undisputed evidence establishes that on July 8, 2026, the Landlord paid the Tenants $1,600.00 in compensation and $1,300.00 for moving expenses.

[25] The Landlord stated that she paid the moving expenses based on the Tenants' quote, however, did not receive the final invoice from the Tenants.

[26] The Tenant stated that the final moving expense was $1,360.00. The Tenant stated that she would submit into evidence the Interac e-Transfer confirmation. However, the Tenant only submitted the June 24, 2026 quote. The Tenant stated that she was not seeking the additional $60.00 from the Landlord.

[27] I find that the evidence presented establishes that the Landlord complied with section 72 of the *Act*, paying the Tenants the less of the actual expenses or one month's rent. Despite the Tenant not submitting the Interac e-Transfer receipt for the actual cost, I find that $1,300.00 is a reasonable moving expense in this case.

Determination of the security deposit

[28] When a party makes an application to the Rental Office, the onus is on that party to support their application with clear and convincing evidence. In this case, the Landlord must prove their claims on the civil standard of a balance of probabilities.

[29] Clause 39(2)(a) of the *Act* requires a tenant, when vacating a rental unit, to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear, which states:

> *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…*

[30] The Landlord is seeking to keep part of the Tenants' security deposit, totalling $1,279.03 for repairs, cleaning and replacing a shower head.

[31] To be successful, the Landlord must establish that the Tenants caused 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. [1]

[32] The Landlord's evidence included a copy of the tenancy agreement, a cost breakdown to the Landlord's claims, text-messages, a quote for the repairs, e-mails, receipts, photographs of the Unit at the end of the tenancy, a copy of the *Form 5 – Landlord Condition Inspection Report*, written submissions, invoice for cleaning and an invoice for the repairs. The evidence also included invoices and receipts not related to the Landlord's claims.

[33] The Tenants' evidence included a copy of the tenancy agreement, text-messages, a copy of the *Form 5 – Landlord Condition Inspection Report*, written submissions, and an e-mail of a quote for the moving expenses.

Repair to window / glass

[34] The Landlord stated that the glass in one of the windows needed to be replaced, which costed $836.05.

[35] The Landlord stated that the glass was not broken at the start of the tenancy and that the Tenants did not inform her of the broken glass. The Landlord disputed the Tenant's submissions below. The Landlord stated that she was in Canada for the entire 2024 year. The Landlord stated that she was out of the country from May to July 2023 and then again in July 2025.

[36] The Tenant stated that she noticed the glass was cracked early into the tenancy. The Tenant stated that in 2024 the glass fell out of its panel. The Tenant stated that she text-messaged the Landlord about the broken glass but the Landlord was out of the country and could not receive text-messages.

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

[37] The Tenant stated that the Landlord did not complete a move-in inspection report at the start of the tenancy. The Tenant stated that she refused to sign the move-out inspection report because it was completed with the Landlord's real estate agent. The Tenant stated that the real estate agent had no prior knowledge of the Unit's condition.

[38] I find that the tenancy started in February 2021. Therefore, move-in and move-out inspection reports were not required under section 109 of the *Act*.

[39] After reviewing the evidence presented, I find that the Landlord has not established her claim against the Tenants for repairs.

[40] I find that the Landlord's evidence does not directly nor objectively establish that the Tenants caused the damage to the window. Therefore, this claim is denied.

Cleaning

[41] The Landlord is seeking $420.00 for cleaning the Unit.

[42] The Landlord stated that her husband owns a cleaning company and that her husband and herself cleaned the Unit. The Landlord stated that she arrived to the Province around July 8, 2026 and stayed for approximately a month. The Landlord stated that the kitchen and the appliances were dirty and a lot of garbage was left behind by the Tenants.

[43] The Landlord submitted into evidence an invoice for 12 hours of cleaning at $35.00/hr. The Landlord stated that 2.5 hours. were also spent weeding.

[44] The Tenant disputed the Landlord's cleaning claim. The Tenant stated that she cleaned the entire Unit before vacating. The Tenant stated that some of the items shown in the Landlord's photographs were not the Tenants and were already there at the start of the tenancy.

[45] After reviewing the evidence presented, I find that the Landlord has established her claim against the Tenants for cleaning in part.

[46] I find that the Landlord's evidence establishes that the Unit was left in a condition below reasonably clean.

[47] I find that the Landlord's claim is established in part, totalling $280.00. I find that the Tenants are responsible for 8 hours of cleaning at $35.00 an hour. I find that the Tenants are not responsible for the two-and-a-half-hours of weeding and, is only responsible for a total of eight hours of cleaning to bring the Unit to a reasonably clean condition.

Replace the shower head

[48] The Landlord is seeking $22.98 for replacing a shower head.

[49] The Landlord stated that the shower head was missing from the Unit. The Landlord stated that she replaced the shower head and submitted into evidence the receipt. The Landlord stated that the shower head was not inside the Unit at the end of the tenancy.

[50] The Tenant stated that the shower head was replaced early into the tenancy. The Tenant stated that they took the shower head at the end of the tenancy but the old shower head was placed on the shelf in the furnace room.

[51] I find that the Landlord's claim is established. The evidence presented establishes that the Tenants removed the old shower head with their own. At the end of the tenancy, the Tenants removed their shower head but did not replace it with the Landlord's old shower head. The claim is allowed, totalling $22.98.

CONCLUSION

[52] I find that the moving expenses paid were reasonable.

[53] The Landlord Application is allowed in part. The Landlord will keep $302.98 of the Tenants' security deposit.

[54] The Tenant Application is allowed in part. The Landlord will return to the Tenants the security deposit balance, including interest, totalling $1,453.68.

[55] The Landlord will pay each of the Tenants $726.84.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep $302.98 of the Tenants' security deposit.

2. The Landlord must pay the Tenants $1,453.68 by December 3, 2026.

    a. The Tenants will receive $726.84 each.

DATED at Charlottetown, Prince Edward Island, this 3rd day of November, 2026.

(sgd.) Cody Burke

Cody Burke
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.