INTRODUCTION

[1] This decision addresses three applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").

[2] The Landlords seek $3,200.00 in rent owing and $1,600.00 in compensation for cleaning and repairs, for a total claim of $4,800.00.

[3] The Tenants seek $800.00 in compensation for emergency repairs and $6,400.00 for a breach of the tenancy agreement, for a total claim of $7,200.00.

BACKGROUND

[4] The Unit is a single-family house owned by the Landlords.

[5] The parties entered into a written fixed-term tenancy agreement for the Unit from December 1, 2025, to November 30, 2026. Rent was $1,600.00 per month, payable on the first day of the month. A security deposit was not required.

[6] On June 6, 2026, the Landlords served the Tenants with a *Form 4(A) Eviction Notice,* effective June 30, 2026 (the "Notice"), for nonpayment of rent in the amount of $1,600.00.

[7] On July 3, 2026, the Landlords filed a first *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing and vacant possession of the Unit (the "First Landlord Application").

[8] On July 21, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for August 4, 2026.

[9] On July 28, 2026, the Rental Office shared twelve Tenant videos and a 110-page PDF (the "First Evidence Package") with the parties via TitanFile.

[10] On August 1, 2026, the Tenants moved out of the Unit.

[11] On August 4, 2026, the Landlords and a Tenant, representing the Tenants, joined the tele-hearing. The parties confirmed that the Tenants had moved out of the Unit. The parties stated that they were both seeking to file applications for financial claims, and the hearing was postponed until a later date. Because the Tenants vacated the Unit, I do not need to make a determination regarding vacant possession of the Unit.

[12] On August 12, 2026, the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* seeking $800.00 in compensation for emergency repairs and $6,400.00 for a breach of the tenancy agreement, for a total claim of $7,200.00 (the "Tenant Application").

[13] On August 16, 2026, the Landlords filed a second *Form 2(B) Landlord Application to Determine Dispute* seeking compensation of $1,600.00 for cleaning and repairs (the "Second Landlord Application").

[14] On September 9, 2026, the Rental Office emailed the parties notice of a second tele-hearing scheduled for October 22, 2026.

[15] On October 15, 2026, the Rental Office shared twelve Tenant videos, one Landlord video, and a 152-page PDF (the "Second Evidence Package") with the parties via TitanFile.

[16] On October 22, 2026, the Landlords and one Tenant, representing the Tenants, joined the tele-hearing. The parties confirmed receipt of the First Evidence Package and the Second Evidence Package and that no evidence was missing from the record.

[17] After the hearing, both parties provided additional submissions which were shared with the other party and added to the record.

DISPOSITION

[18] The First Landlord Application is allowed in part regarding the Landlord's financial claim for rent owing. The Tenants must pay the Landlords $3,200.00 by the timeline below.

[19] The Landlords' cleaning and repair claims are denied.

[20] The Tenants' financial claims are denied.

ISSUES

A. Do the Tenants owe the Landlords rent?

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

C. Must the Landlords compensate the Tenants for emergency repairs due to a breach of the tenancy agreement?

EVIDENCE

The Landlords' evidence is as follows.

[21] The Landlords stated they are seeking $3,200.00 in rent owing for June and July 2026. Rent was often late or unpaid during the tenancy, and the Tenants paid no rent for June or July 2026.

[22] The Landlords stated they are seeking $1,600.00 in compensation for cleaning and repairs because that is what the security deposit would have been if they had requested one. They stated that no move-in or move-out inspection was completed. The Landlords lived in the Unit and moved out in September 2025, and the Tenants were the Landlords' first tenants.

[23] The Tenants left furniture and other items in the basement, which the Landlords had to remove. The Tenants disconnected the power before they left, and they did not clean the items in the freezer. Cleaning the items cost the Landlords $690.00, and they submitted an invoice for the expense and photographs of the basement. The Landlords are also missing two beds and two mirrors.

[24] The Tenants did not perform lawn care towards the end of the tenancy, and the Landlords hired someone for $350.00 to mow the lawn. The Landlords paid cash and they had no invoice.

[25] The Tenants covered the porch ceiling with paper, which damaged the ceiling. The Landlords submitted two photographs of the ceiling, which they stated were taken before the tenancy started. The Landlords submitted a video of a repair person removing the paper and photographs of the ceiling's condition after the paper was removed. The Landlords did not repair the ceiling and are unsure of the repair cost. They stated there had been a leak in that area previously.

[26] The Landlords disputed the Tenants' claim that the Landlords agreed to deduct from the rent the cost of any repairs the Tenants completed at the Unit. The Landlords stated that several messages between the parties show the Landlords did not agree to this. The Landlords set the rent low because the Tenants agreed to perform repairs at the Unit if the Landlords supplied the materials. They stated the Tenants knew the Unit's condition and the repairs required when they moved in.

[27] The Landlords stated the tenancy agreement outlined the planned repairs but set no specific timeline, stating only: "*over several months*". The Landlords wanted to provide materials for the Tenants to complete the repairs, but because the Tenants were often late with rent and made partial payments, the Landlords could not afford the materials.

[28] The Landlords dispute that they agreed to reimburse the Tenants for labour or materials for the downstairs bathroom repair. Regarding the bathroom repair, the Landlords messaged the Tenants, "*Please note that we are overseeing purchasing what is needed for repairs*." They stated the Tenants submitted no documents to establish these expenses.

The Tenants' evidence is as follows.

[29] The Tenants seek $800.00 in compensation for bathroom repairs the Tenants completed. They also seek the return of $6,400.00 in rent, equal to half of each month's rent, due to a breach of the tenancy agreement. The Tenants stated that because the Landlords did not provide the materials for the Unit's repairs, as stated in the tenancy agreement, the Unit was unsafe.

[30] The Tenant stated that she did not pay rent for June or July 2026. The Tenant stated she should owe only half of this amount, totalling $1,600.00, because the Landlords breached the tenancy agreement and the Unit was in poor condition.

[31] The Tenant stated several repairs were required in the Unit. She stated the stairs were unsafe, the downstairs bathroom needed repairs, the upstairs bathroom tile was broken, and the toilet was sinking. The Tenants submitted photographs and videos of the Unit.

[32] The Tenant stated that she was aware of the Unit's condition before she moved in, but the parties agreed the Tenants would complete the Unit's repairs. The Tenant stated that the Landlords agreed to deduct the cost of labour from any completed repairs from the rent. She stated she would not have agreed to complete the repairs for free.

[33] The Tenant stated the tenancy agreement lists the repairs the Landlords wanted completed, and the Landlords agreed to provide the materials required. The Tenant stated that the Landlords did not provide any of the promised materials during the tenancy for the agreed-upon work. The Tenant stated that because the Landlords did not provide the materials for the repairs or have someone repair the Unit, the Landlords breached the tenancy agreement, which made the Unit unsafe.

[34] The Tenants asked the Landlords if they could repair the downstairs bathroom because the only other bathroom was upstairs and the stairs were not safe. The Landlords agreed, and the Tenants began the repairs. The Tenants reinforced the floor and bought a new sink, but they did not install the sink before moving out. The Tenants left the sink at the Unit.

[35] The Tenant stated that the bathroom repair was not an emergency repair as noted on the Tenant Application. The Tenants needed to repair the bathroom because a family member was planning on visiting and could not use the stairs to access the upstairs bathroom. The Tenants are seeking $800.00 for the materials and their labour.

[36] The Tenant disputed the Landlords' claim that the Tenants damaged the porch ceiling. The Tenants asked the Landlords if the Tenants could repair the ceiling, but the Landlords were not ready to do so. The Tenants covered the porch ceiling with paper because pieces of the ceiling were falling. The Tenants only stapled the paper to the ceiling, and they disputed that the paper caused the damage the Landlords claimed.

[37] The Tenants disputed the Landlords' claim for basement cleaning. The Tenant stated that many of the items removed from the basement were already there when they moved in and belonged to the Landlords. The Tenant stated that the Landlords' relatives lived in the Unit before the Tenants moved in. She disputed taking any items from the basement.

[38] The Tenant disputed the Landlord's lawn care claim. The Tenant stated they always mowed the lawn, but the Landlords' lawnmower broke before the Tenants moved out.

ANALYSIS & FINDINGS

[39] When a party makes an application to the Rental Office, the onus is on that party to support their application with clear, convincing and cogent evidence. In this case, the burden of proof lies with the Landlords as to their rent owing and compensation claims, and with the Tenants as to their compensation claims. The applicable standard is proof on a balance of probabilities.

A. Do the Tenants owe the Landlords rent?

[40] The Landlords are seeking $3,200.00 in rent owing because they allege the Tenants did not pay rent for June and July 2026. The parties agreed the tenancy ended on July 31, 2026, and I find the evidence establishes this.

[41] Section 19 of the Act states:

> *A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.*

[42] I find that the evidence establishes that the Tenants did not pay the Landlords $3,200.00 in rent for June and July 2026.

[43] The Tenants argued that they owed only $1,600.00 in rent because of the Landlords' alleged breach of the tenancy agreement and the Unit's alleged poor condition. However, the Tenants provided no evidence that they had an express right to deduct or withhold rent for June 2026 or July 2026.

[44] I find that the Tenants must pay the Landlords $3,200.00 by the timeline below. This claim is allowed.

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

[45] The Landlords are seeking $1,600.00 in compensation for cleaning and repairs because they allege the Tenants left the Unit unclean and damaged when they vacated.

[46] 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.*

[47] The burden of proof lies with the Landlords, as the parties advancing these claims. To be successful, the Landlords must establish that the Tenants left the Unit below the standard of reasonably clean; 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.

[48] 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.

[49] 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."*

[50] In this case, no written pre-tenancy or post-tenancy inspection reports were completed. 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 Landlords have provided limited objective evidence of the Unit's pre-tenancy condition.

[51] I note that the Landlords stated they lived in the Unit before the Tenants moved in and they provided direct evidence of some of the Unit's condition before the Tenants moved in. However, the Tenants disputed the Landlords' cleaning and repair claims, and the Landlords have limited objective evidence of the Unit's pre-tenancy condition.

Porch ceiling

[52] I find that the Landlords have not established the porch ceiling claim for the following reasons.

[53] The Landlords submitted two photographs of the porch ceiling that they stated were from before the tenancy began. I find that both photographs show the ceiling in a partially damaged condition, but with different damage the Landlords allege the Tenants caused.

[54] The Landlords sent one of the photographs to a contractor on September 4, 2025. The Landlords messaged the contractor, stating that a leak occurred before they replaced the roof, that the leak damaged the drywall, and that they wanted to repair those areas and paint the ceiling.

[55] I also note that Schedule "D" of the tenancy agreement states regarding the porch ceiling, "*Repair ceiling in front porch – labour*."

[56] The Tenants stated they put paper on the ceiling because pieces were falling from the ceiling. I find that the Landlords' post-tenancy video and photographs support the Tenants' evidence that pieces had come off the ceiling.

[57] However, I find that the Landlords' post-tenancy video provides insufficient evidence to establish that when the Landlords' repair person removed the paper, it also removed the pieces of the ceiling. Additionally, the Landlords' repair person did not participate in the hearing to provide evidence on this matter or to help establish that the paper caused the ceiling damage.

[58] The Landlords stated that they did not repair the ceiling or determine a repair cost. 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.*"

[59] Based on the parties' testimony, the submitted video and photographs, the evidence of pre-existing ceiling damage, and the absence of a repair invoice or estimate, I find that the Landlords have not established that the Tenants damaged the ceiling beyond reasonable wear and tear or that they must compensate the Landlords. This claim is denied.

Cleaning

[60] I find that the Landlords have not established the $690.00 basement cleaning claim for the following reasons.

[61] The Landlords provided insufficient evidence of the basement's pre-tenancy condition, what items were in the basement before the Tenants moved in, or what items the Tenants allegedly left in the basement. The Tenants also disputed that many of the items in the basement belonged to them.

[62] Therefore, without sufficient evidence of the basement's pre-tenancy condition, I find that the Landlords have not established that the Tenants left the basement below the standard of reasonably clean. Additionally, I find that the Landlords have not sufficiently established that the Tenants are responsible for the alleged missing items or established a cost of the missing items. This claim is denied.

Lawn care

[63] I find that the Landlords have not established the $350.00 lawn care claim for the following reasons.

[64] The Landlords provided insufficient evidence of the lawn's post-tenancy condition, such as photographs, to establish that the lawn required additional lawn care under clause 39(2)(a). Additionally, the Landlords submitted insufficient documentary evidence, such as a receipt or invoice, to establish the amount claimed. As noted in Order LR26-11, failure to submit corroborating documentation to substantiate claims will generally be considered insufficient. This claim is denied.

C. Must the Landlords reimburse the Tenants for emergency repairs and compensate the Tenants due to a breach of the tenancy agreement?

Bathroom repair

[65] I find that the Tenants have not established the $800.00 bathroom repair claim for the following reasons.

[66] I find that there is insufficient evidence to establish that the bathroom repair was an "emergency repair" under section 29 of the Act.

[67] I also find that there is insufficient evidence, such as written communication between the parties, to establish that the Landlords agreed to compensate the Tenants for the bathroom repair or materials. On the contrary, I find that a Landlord message to the Tenants states regarding the bathroom repair, "*Please note that we are overseeing purchasing what is needed for repairs*."

[68] Additionally, I find that the Tenants have provided insufficient evidence, such as receipts or invoices, to establish their $800.00 claim. This claim is denied.

Compensation

[69] I find that the Tenants have not established the $6,400.00 compensation claim for the following reasons.

[70] I find that the Tenants were aware of the Unit's condition at the beginning of the tenancy before they signed the tenancy agreement. I note that Schedule "D" in the tenancy agreement lists repairs required in the Unit. Schedule "D" also states that "*The Landlord will purchase the materials needed for renovations*" and "*Renovations to take place over several months*."

[71] I find that there is insufficient evidence to establish that the parties agreed on a timeframe for the Landlords to provide materials to complete the listed repairs. I note that the clause "*over several months*" was not clearly defined by the parties and could cover a broad range of time. In this case, the Tenants only lived in the Unit for eight months.

[72] I also find that there is insufficient evidence, such as a written agreement or a provision in the tenancy agreement, to establish that the Landlords agreed to reduce the Unit's rent for work completed at the Unit. I find there are several messages between the parties in which the Landlords state that the rent would not be reduced for work completed at the Unit.

[73] I find that the Tenants have not established that the Landlords breached the tenancy agreement or the Act or that the Tenants are entitled to $6,400.00 in compensation. This claim is denied.

CONCLUSION

[74] The First Landlord Application is allowed in part. The Tenants must pay the Landlords $3,200.00 for rent owed for June 2026 and July 2026 by the timeline below.

[75] The Second Landlord Application is denied.

[76] The Tenant Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlords $3,200.00 by December 9, 2026.

DATED at Charlottetown, Prince Edward Island, this 9th day of November, 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.