INTRODUCTION

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

[2] The Landlord seeks to keep $1,585.00 of the security deposit for rent owing, cleaning and repairs.

[3] The Tenants seek the return of the security deposit.

BACKGROUND

[4] The Unit is a mini-home the Landlord owns.

[5] The parties entered into a written fixed-term tenancy agreement for the Unit from April 1, 2025, to March 31, 2026. The tenancy then continued on a month-to-month basis. Rent was $1,800.00 per month, payable on the first day of the month. The Tenants paid a $1,800.00 security deposit on March 10, 2025.

[6] On July 4, 2026, the Tenants moved out of the Unit and the tenancy ended by mutual agreement.

[7] On July 14, 2026, the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* seeking to keep $1,628.00 of the security deposit for rent owing, cleaning and repairs.

[8] On July 22, 2026, the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* seeking the return of the security deposit (the "Tenant Application").

[9] On September 3, 2026, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* seeking to keep $1,628.00 of the security deposit for rent owing, cleaning and repairs (the "Landlord Application"). The Landlord reduced the claim to $1,585.00 during the hearing.

[10] On September 18, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for October 27, 2026.

[11] On October 20, 2026, the Rental Office shared a 95-page PDF (the "Evidence Package") with the parties via TitanFile.

[12] On October 26, 2026, the Tenants shared supplementary evidence with the Rental Office and the Landlord, including one video, photographs, and documentary evidence (the "Tenants' Supplementary Evidence").

[13] On October 27, 2026, the Landlord, the Tenants, and three Tenant witnesses joined the tele-hearing. The parties confirmed receipt of the Evidence Package and the Tenants' Supplementary Evidence and stated that no evidence was missing from the record.

[14] During the hearing, the Landlord submitted additional evidence, which the Tenants received. The Tenants responded to the Landlord's additional evidence during the hearing.

DISPOSITION

[15] The Landlord will keep $685.00 of the security deposit for rent owing, cleaning and repairs.

[16] The Landlord must return the security deposit balance, including interest, of $1,194.61, to the Tenants by the timeline below.

ISSUE

A. Can the Landlord keep $1,585.00 of the security deposit for rent owing, cleaning and repairs?

EVIDENCE

The Landlord's evidence and submissions

[17] During the hearing, the Landlord reduced her total claim to $1,585.00, and the Landlord's claims are summarized as follows:

Item	Cost
Rent	$170.00
Cleaning	$50.00
Garbage removal	$155.00
Window materials	$150.00
Wall materials	$250.00
Deck materials	$250.00
Labour	$500.00
Microwave	$60.00
Total	**$1,585.00**

[18] The Landlord stated that no pre-tenancy or post-tenancy inspection reports were completed. The Landlord submitted post-tenancy photographs of the Unit, along with invoices and receipts for some of the items claimed. The Landlord stated she is not claiming the full repair amount, as she also had to paint and repair other items.

[19] The Landlord stated she completed all repairs as required by the December 2025 Environmental Health ("E.H.") letter.

[20] The Landlord stated the Tenants provided notice on June 4, 2026, that they were moving out on July 4, 2026, and the Landlord agreed to end the tenancy on July 4, 2026. On July 4, 2026, the Tenants messaged the Landlord stating that they had cleaned the Unit and moved out. The Tenants told the Landlord that they could not afford to remove a truck, boat, and trailer from the yard until after the Landlord returned the security deposit.

[21] The Landlord inspected the Unit, found it unclean and damaged, and messaged the Tenants about the Unit's condition. The Tenants were unhappy with the Landlord's assessment of the Unit, and they returned to the Unit. The Tenants removed the deck's steps and skirting, and the Landlord called the police. The police attended the Unit and escorted the Tenants off the property. The Tenants were permitted to return the next day to remove their vehicles from the property.

[22] The Landlord stated that the Tenants owe rent from July 1–3, 2026, totalling $170.00.

[23] The Tenants left the Unit unclean when they moved out, specifically the oven and the bathroom. The Landlord is claiming $50.00 for her time spent cleaning.

[24] The Tenants left garbage and buckets of food and fish in the backyard. On July 13, 2026, the Landlord messaged the Tenants asking them to remove the garbage, but they did not respond. The Landlord paid a company $155.00 to remove the garbage.

[25] The Landlord had to repair a window frame after the Tenants moved out. The Landlord is claiming $150.00 in materials.

[26] The Landlord had to repair the Unit's walls after the Tenants moved out. The Tenants put screws and nails into the wooden walls. The Landlord is claiming $250.00 in materials.

[27] The Landlord hired a repair person to repair the deck, window, and walls. The repairs took 10 hours and cost the Landlord $500.00.

[28] The Unit's microwave was missing after the Tenants moved out. The Landlord disputed that she told the Tenants they could keep the microwave. The Landlord estimated that it would cost $60.00 to replace it with a used one. The Landlord has not yet replaced the microwave.

The Tenants' evidence and submissions

[29] The Tenants seek a return of the security deposit.

[30] The Tenants stated the Unit was in poor condition and lacked insulation. The Tenants contacted E.H. in December 2025, and E.H. ordered repairs to the Unit. They stated the Landlord did not complete the E.H. repairs properly.

[31] The Unit's heating bill was high because the Unit was not insulated, and the Tenants submitted copies of their utility bills. They also submitted a video and photographs of the Unit taken during the tenancy, which they stated show the Unit in poor condition.

[32] The Tenants stated they completed repairs at the Unit at their own expense. They repaired the deck stairs because the stairs were rotten, and covered the existing deck skirting with their own skirting. When the Landlord refused to return the security deposit, they removed the stairs and skirting that they had paid for. The Landlord's old skirting remained in place, and it was not removed.

[33] The Tenants planned to return to the Unit to clean up the garbage left in the yard, but after the police were called, they were told they were not allowed to return to clean. The police allowed the Tenants to return the next day only to remove their vehicles from the yard.

[34] The Tenants denied damaging the window and stated the windows were old. The Tenants stated they cleaned the Unit to a reasonable standard before they moved out. The Landlord told the Tenants they could keep the microwave because it was old.

[35] Two of the Tenants' witnesses stated they are the Unit's neighbours. They stated the Unit was in poor condition before the Landlord bought it. They stated the Unit still requires repairs.

ANALYSIS & FINDINGS

[36] 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 Landlord as the party advancing the rent owing, cleaning, and repair claims. The applicable standard is proof on a balance of probabilities.

A. Can the Landlord keep $1,585.00 of the security deposit for rent owing, cleaning and repairs?

Rent

[37] The Landlord is seeking $170.00 for rent owing from July 1–3, 2026. The Landlord stated the Tenants did not pay rent for these three days.

[38] 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.*

[39] I find that the Landlord has established that the Tenants owe the Landlord three days' rent for July 1-3, 2026. I note that three days of rent would be $174.00 ($1,800.00 ÷ 31 days x 3 days); however, the Landlord is seeking only $170.00.

[40] Although the Tenants stated that the Unit was in poor condition and that they completed repairs at their own expense, I find no evidence that the Tenants had an express right under the Act to deduct or withhold any rent payments. This claim is allowed.

Cleaning and repairs

[41] Clause 39(2)(a) of the Act 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.*

[42] To establish the Landlord's claims, the Landlord must show 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.

[43] 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.

[44] 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."*

[45] 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 Landlord has provided limited evidence of the Unit's condition before the Tenants moved in.

Cleaning

[46] I find that the Landlord has established the $50.00 cleaning claim. The Landlord provided photographs of the Unit that I find show parts of the Unit, such as the bathroom and oven, were left below the standard of reasonably clean. Based on the evidence, I find the Landlord's $50.00 cleaning claim is reasonable. This claim is allowed.

Garbage

[47] I find that the Landlord has established the $155.00 garbage removal claim. The Landlord provided an invoice and photographs that I find show the Unit's exterior was left below the standard of reasonably clean. Based on the evidence, I find the Landlord's $155.00 garbage removal claim is reasonable.

[48] Despite the Tenants stating they planned to return to the Unit to clean the garbage, the Landlord stated she offered to allow the Tenants to return to clean, but the Tenants did not respond. Additionally, the Act requires tenants to clean before vacating, and in this case, the Tenants failed to clean the Unit's exterior before they moved out. This claim is allowed.

Window and wall materials

[49] I find that the Landlord has not established the $150.00 window or $250.00 wall material claims. I find that the Landlord provided insufficient evidence of the Unit's condition before the Tenants took possession. Therefore, without sufficient evidence of the Unit's pre-tenancy condition, I find that the Landlord has not established that the Tenants damaged the window or wall beyond reasonable wear and tear during the tenancy. These claims are denied.

Deck materials

[50] I find that the Landlord has established 50% ($125.00) of the deck materials claim. The evidence establishes that the Tenants replaced the deck stairs during the tenancy. The evidence also establishes that the Tenants returned and removed the deck stairs after moving out.

[51] Based on the parties' testimony and submitted photographs, I find that the Landlord has established that the Tenants damaged the Unit beyond reasonable wear and tear by removing the deck stairs.

[52] Although the Tenants stated they replaced the original stairs at their own expense, there is insufficient evidence establishing that the Landlord gave the Tenants permission to replace the original stairs or remove the replacement stairs at the end of the tenancy. The evidence establishes that the Tenants decided to return to the Unit and remove the stairs only after the Landlord refused to return the security deposit.

[53] The Landlord's repair invoice does not break down the materials expense for each repair. Based on the evidence, I find that $125.00 for materials to repair the deck stairs is reasonable.

[54] Regarding the skirting, the Tenants stated they removed only the skirting they placed over the Unit's original skirting. I find that there is insufficient evidence to establish the original condition of the Unit's skirting. As such, I find that the Landlord has not established that the Tenants damaged the original deck skirting beyond reasonable wear and tear. This claim is allowed in part.

Labour

[55] I find that the Landlord has established 25% ($125.00) of the labour claim. As noted above, the Landlord has not established that the Tenants damaged the window, walls, or deck skirting. As such, I find that the Landlord has established only the labour claim to repair the deck stairs.

[56] The Landlord's repair invoice does not break down the labour expense for each repair. Based on the evidence, I find that $125.00 for labour to repair the deck stairs is reasonable. This claim is allowed in part.

Microwave

[57] I find that the Landlord has established the $60.00 microwave claim. The parties agreed the microwave was in the Unit, but they dispute whether the Landlord told the Tenants that they could keep it. I find that there is insufficient evidence, such as a written agreement, establishing that the Landlord agreed that the Tenants could keep the microwave. I find the Landlord's $60.00 claim is reasonable for the loss incurred, based on the Landlord's estimated cost of replacing the microwave with a used one. This claim is allowed.

[58] The Landlord's established claims are as follows:

Item	Cost
Rent	$170.00
Cleaning	$50.00
Garbage removal	$155.00
Deck materials	$125.00
Labour	$125.00
Microwave	$60.00
Total	**$685.00**

CONCLUSION

[59] The Landlord will keep $685.00 of the security deposit for rent owing, cleaning and repairs.

[60] The Landlord must return the security deposit balance, including interest, of $1,194.61, to the Tenants by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep $685.00 of the security deposit.

2. The Landlord must return the security deposit balance, including interest, of $1,194.61, to the Tenants by December 14, 2026.

DATED at Charlottetown, Prince Edward Island, this 13th 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.