INTRODUCTION

[1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "*Act*").

[2] The Landlord seeks an order against the Tenants for compensation, in the amounts of $2,035.71 for rent owing and $225.00 to $275.00 for damage to an armchair.

BACKGROUND

[3] The Unit is a three-bedroom, two-bathroom single family dwelling that the Landlord has operated on a long-term-rental basis since October 3, 2025.

[4] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from November 1, 2025 to October 31, 2026 (the "Tenancy Agreement"). The Tenants moved in early on October 15, 2025. A security deposit of $3,800.00 was paid by November 20, 2025. Rent in the amount of $3,800.00 was due on the first day of the month.

[5] On January 6, 2026 the Landlord served the Tenants with an eviction notice for non-payment of rent

[6] On January 13, 2026 the Tenants notified the Landlord that they would be vacating the Unit.

[7] On February 15, 2026 the Tenants vacated the Unit.

[8] On February 25, 2026 the Landlord filed with the Rental Office and served the Tenants with a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking compensation for rent owing, damage and cleaning. The Landlord later reduced the rent owing claim and withdrew the cleaning claim.

[9] On October 6, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for November 12, 2026. The evidence submission deadline was October 19, 2026.

[10] On October 21, 2026 the Rental Office emailed the Tenants because they had not submitted any evidence for this dispute.

[11] On October 22, 2026 the Rental Office emailed the parties a 26-page PDF evidence package.

[12] On November 9, 2026 the Tenants emailed the Rental Office with evidence. The Rental Office informed the Tenants that they would need to serve the Landlord with their evidence, provide the Rental Office with proof of service, and make a request at the hearing for the additional evidence to be accepted.

[13] On November 12, 2026 the Landlord's representative (the "Representative") joined the hearing. I telephoned the Tenants but they did not answer. I emailed the Tenants an additional copy of the hearing instructions. The hearing proceeded in the Tenants' absence ten minutes after the scheduled time. The Representative confirmed that everything that the Landlord previously submitted to the Rental Office for this dispute was included in the evidence package.

[14] During the hearing the Tenants emailed the Rental Office stating that they had previously submitted a statement. The Representative stated that the Tenants did not serve him with any evidence.

[15] On November 13, 2026 I emailed the parties and attached a copy of the Tenants' November 9, 2026 email. I informed the parties that the Rental Office had not received proof that the Tenants had served the Landlord with their email. I informed the parties that, in the absence of proof of

service to the Landlord, the November 9, 2026 email would not be considered in the determination of the dispute.

DISPOSITION

[16] The Landlord has established a claim for rent owing in the amount of $2,035.71. After deducting security deposit interest ($31.18) the net amount of rent owing is $2,004.53.

[17] The Landlord's armchair damage claim is denied.

ISSUE

A. Has the Landlord established claims for rent owing and armchair damage?

ANALYSIS

Rent Owing

[18] The Landlord's evidence is summarized as follows.

[19] The Tenants did not pay rent for January and February of 2026.

[20] On February 25, 2026 the Landlord and the Tenants agreed that the security deposit would be used for January 2026 rent.

[21] The Landlord seeks rent owing from February 1 to 15, 2026. The Landlord submitted into evidence a rent ledger showing that rent remains outstanding for this period, in the amount of $2,035.71.

[22] I find that the Tenants owe the Landlord pro-rated February 2026 rent, in the amount of $2,035.71.

[23] I offset the security deposit interest from the rent owing. Upon reviewing the Landlord's rent ledger, as of October 9, 2025, the Tenants paid security deposit funds in the amount of at least $1,501.71 ($3,800.00 minus $2,298.29). As of November 20, 2025 the entire security deposit was paid.

[24] The security deposit interest from October 9, 2025 to November 19, 2025 is $4.22. The interest from November 20, 2025 to February 25, 2026 is $26.96. The interest totals $31.18.

[25] The net amount of rent owing is $2,004.53 ($2,035.71 minus $31.18). The Landlord will keep the security deposit interest.

Armchair Damage

[26] The Landlord claims against the Tenants for damage to an armchair. The Landlord estimates that the repair cost ranges from $225.00 to $275.00.

[27] The Representative is not aware of a move-in inspection report completed by the Landlord or the Unit's owner (the "Owner"). The Owner purchased the armchair in 2023 when the Unit was built. The armchair was around 2 or 2.5 years old during the tenancy.

[28] The Landlord previously rented the Unit in the Summer of 2025 as a short-term rental. There was no report provided to the Representative of any damaged furniture prior to the tenancy starting.

[29] The Tenants moved into the Unit with one of their parents. The Tenants did not report any armchair damage to the Landlord.

[30] The Tenants' daughter and her cat later moved into the Unit.

[31] After the short tenancy ended, the Landlord noticed the damaged armchair. The Landlord's photograph of the damage was likely taken after the Unit was cleaned.

[32] The Representative stated that he has his own cats and this type of armchair damage is common and indicative of the presence of cats.

[33] The Representative stated that $225.00 is the bottom end of what the Representative's search on AI said it would cost to repair the armchair. The upper range is $275.00.

[34] The Representative stated that the Owner has not repaired the armchair yet because the Owner wants confirmation on the attributable compensation amount. The Representative stated that the goal is to get the armchair repaired.

[35] Clause 39(2)(a) of the *Act* provides the cleaning and damage standards at the end of a tenancy, stating as follows:

> *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…*

[36] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the burden of proof lies with the Landlord, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.

[37] With regard to damage, the Landlord must establish the following:

- The damage occurred during the tenancy and is not pre-existing damage;
- The damage is attributable to the Tenants rather than another cause;
- The damage is beyond reasonable wear and tear; and
- The compensation claimed reasonably flows from the damage.

[38] It appears that the Landlord did not complete the move-in inspection report required under section 18 of the *Act*. If the Landlord had completed this report, then the parties' minds would have been directed towards existing damage in the Unit. The parties would have created a report stating pre-existing damage upon which I could assess the damage at the end of the tenancy.

[39] The Landlord did not provide objective evidence of the armchair at the beginning of the tenancy, such as photographs or videos.

[40] I have insufficient evidence regarding the initial condition of the armchair, which was around two years old at the beginning of the tenancy.

[41] The armchair photograph submitted into evidence shows very minor damage.

[42] I also note that the Landlord relies upon an estimate that the Representative made through the use of artificial intelligence information. The estimate was not prepared by a third party that is experienced in furniture repairs and independent from the Landlord.

[43] The Landlord does not know the actual repair cost because the Owner has not yet paid for repairs.

[44] Even if it was established that the Tenants were responsible for the armchair damage, I am not satisfied that the Landlord's repair estimate was based upon reliable evidence.

[45] For these reasons, the Landlord's armchair repair claim is denied.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlord rent owing in the amount of $2,004.53 by December 14, 2026.

DATED at Charlottetown, Prince Edward Island, this 13th day of November, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.