

INTRODUCTION

- [1] The Landlord seeks an order requiring the Tenant to pay rent owing and additional compensation, for a total claim of \$14,466.59.

DISPOSITION

- [2] I find that the Tenant will pay the Landlord \$8,591.62.

BACKGROUND

- [3] The parties entered into a written, fixed-term tenancy agreement for the Unit from October 1, 2024, to May 31, 2025. Rent of \$1,400.00 was due on the first day of the month. The Tenant did not pay the required \$1,400.00 security deposit.
- [4] On February 20, 2025, the parties had a previous Residential Tenancy Office (the "Rental Office") hearing. The Landlord sought rent owing and an order putting the Landlord in possession of the Unit. The Tenant was required to vacate the Unit by March 3, 2025, and pay the Landlord \$6,372.84 by April 24, 2025.
- [5] On March 6, 2025, the Tenant moved out of the Unit and the tenancy ended.
- [6] On March 25, 2025, the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking rent owing and additional compensation, totalling \$14,466.59.
- [7] On April 2, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 13, 2025.
- [8] On May 8, 2025, the Rental Office emailed the parties a 39-page PDF (the "Evidence Package").
- [9] On May 13, 2025, the Landlord's representative (the "Representative") joined the teleconference hearing to determine the Application. I telephoned the Tenant and left a voicemail. The Tenant did not join the hearing after waiting for ten minutes, and the hearing proceeded in the Tenant's absence. The Representative stated that she received the Evidence Package and that all evidence submitted to the Rental Office was included. The Tenant submitted no documents.
- [10] After the hearing, the Landlord emailed additional evidence to the Rental Office and the Tenant. The Tenant was provided additional time to respond to the Landlord's additional evidence, but the Tenant did not provide any submissions.

ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Must the Tenant compensate the Landlord?

ANALYSIS**A. Does the Tenant owe the Landlord rent?**

- [11] The Representative stated that the Tenant had not paid any rent since moving into the Unit. The Rental Office ordered the Tenant to vacate the Unit by March 3, 2025, but the Tenant did not leave the Unit until the Sheriff's Office removed the Tenant on March 6, 2025.

[12] The Tenant left personal belongings in the Unit and did not remove them until March 26, 2025. The Landlord is seeking rent owing from March 1 - 26, 2025, because the Landlord was unable to re-rent the Unit until the Tenant removed her belongings. The Representative stated that the Unit has not been re-rented as there are still cleaning and repairs to be completed.

[13] Section 43 of the *Residential Tenancy Act* (the "Act") states in part:

(1) a tenant is not entitled to leave the tenant's personal property in the rental unit after the tenancy agreement is terminated.

(2) where a tenant abandons or vacates a rental unit and leaves personal property on the residential property, the landlord shall either

(a) remove the personal property and immediately place it in safe storage; or

(b) store the personal property on the residential property in a safe manner.

(4) the personal property required to be stored under subsection (2) shall be stored for not less than one month or a lesser period ordered by the Director, unless the tenant takes possession of the personal property before the applicable period has elapsed.

(8) the tenant or owner of the personal property may, within the one-month period referred to in subsection (4), claim and take possession of the personal property by paying the landlord the costs reasonably incurred by the landlord to remove and store the property.

[14] I find that the Landlord has provided sufficient evidence to establish that the Tenant left her personal property on the Residential Property after the tenancy agreement was terminated, and that the Landlord stored the personal property on the Residential Property in a safe manner.

[15] The Tenant took possession of the personal property within one month; however, the Tenant has not paid the Landlord the costs reasonably incurred by the Landlord to store the property.

[16] I find that the Landlord has established that the Tenant owes the Landlord for 6 days of rent for living in the Unit (March 1 - 6), and 20 days of rent for storing the Tenant's personal property on the Residential Property (March 7 – 26), calculated as:

$$26 \text{ days} / 31 \text{ days} \times \$1,400.00 = \mathbf{\$1,174.19}.$$

B. Must the Tenant compensate the Landlord?

Utilities

[17] The Representative stated that the Tenant did not pay the utilities bill for February 2025, totalling \$1,107.03, or utilities from March 1-6, 2025, totalling \$162.95. The Representative submitted copies of the utility bills as evidence.

[18] The Representative stated that all utilities were the Tenant's responsibility and submitted a copy of the tenancy agreement as evidence. She stated that the Landlord is not seeking utilities for the timeframe during which the Tenant's belongings were being stored in the Unit.

[19] I find that the Landlord has provided sufficient evidence to establish that the Tenant did not pay utilities for February 2025 or from March 1-6, 2025, and must compensate the Landlord **\$1,269.98**.

Locks

[20] The Representative stated that the Tenant did not leave any keys for the Unit when she moved out, so the Landlord had to replace all the locks. The cost to replace the locks was \$443.47, and a copy of the invoice was submitted as evidence.

- [21] I find that the Landlord has provided sufficient evidence to establish that the Tenant must compensate the Landlord **\$443.47** for changing the locks at the Unit.

Garage Door

- [22] The Representative stated that the Tenant drove her vehicle into the garage door during the tenancy. The Representative submitted a copy of an email the Tenant sent the Landlord on January 31, 2025, which stated:

"We have taken extremely good care of your home not including the accident when my breaks went and I want to be able to replace the garage door, and can do so with my back pay."

- [23] The Representative stated that the entire garage door will have to be replaced at a cost of \$7,129.98. The Representative submitted an estimate as evidence, as well as photographs of the door before and after it had been damaged. The Representative stated that the door was approximately four years old.
- [24] Clause 39(2)(a) of the Act states that when a tenant moves out of a rental unit, the tenant is required to leave the rental unit *"reasonably clean and undamaged, except for reasonable wear and tear."*
- [25] I find that the Landlord's evidence establishes that the Tenant damaged the garage door beyond reasonable wear and tear.
- [26] The Island Regulatory and Appeals Commission (the "Commission") in Order LR24-06 applied the principle of betterment when taking into account depreciation in determining the amount to be awarded to a landlord for damage caused by a tenant. The Commission noted that a party should not be put in a better position than they would have been had the damage not occurred.
- [27] The Representative stated that the garage door was approximately four years old. Upon review of all the evidence, I find that a 20-year life expectancy is appropriate for a garage door. By using the straight-line depreciation method, I find that the garage door would have depreciated at a rate of 5.0% per year (\$1,426.00 over four years). Therefore, I find that the Tenant will compensate the Landlord **\$5,703.98** to replace the garage door.

Cleaning

- [28] The Representative stated that the Tenant did not clean the Unit when she moved out. The Landlord hired cleaners who charged \$35.00 per hour for five cleaners for 25 hours, totalling \$4,375.00. The Representative submitted an invoice as evidence.
- [29] Photographs of the Unit before the Tenant removed her personal property from the Unit were submitted as evidence. The Representative stated that there were no photographs of the Unit after the Tenant removed her personal property.
- [30] I find that the Landlord has not provided sufficient evidence to establish that the Tenant must compensate the Landlord for cleaning the Unit.
- [31] The Landlord submitted photographs of the Unit before the Tenant removed her personal property, which I find show parts of the Unit below the standard of reasonably clean. However, I find that the Landlord has not provided sufficient evidence, such as post-move-out photographs or an inspection report, to establish that the Tenant left the Unit below the standard of reasonably clean after she removed her personal property from the Unit on March 26, 2025.

- [32] I note that the Landlord and the Tenant were required to complete pre-tenancy and post-tenancy inspection reports under sections 18 and 38 of the Act; however, there is insufficient evidence that a pre-tenancy inspection or a post-tenancy inspection was completed.

CONCLUSION

- [33] The Application is allowed in part. The Tenant must pay the Landlord a total amount of \$8,591.62, calculated as follows:

Item	Cost
Rent Owing	\$1,174.19
Utilities Owing	\$1,269.98
Locks	\$443.47
Garage Door	\$5,703.98
Cleaning	\$0.00
Total	\$8,591.62

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$8,591.62 by August 4, 2025.

DATED at Charlottetown, Prince Edward Island, this 3rd day of June, 2025.

(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.