

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord seeks compensation for rent owing, unpaid utilities, cleaning and damage, in the total amount of \$11,700.00. The Landlord also seeks to keep the Tenants' security deposit, including interest to offset the claim, in the amount of \$1,693.21.

## DISPOSITION

- [3] The Landlord has established a portion of its claims for rent owing, unpaid utilities and cleaning, in the total amount of \$7,500.00. The Landlord will keep the Tenants' security deposit, including interest to offset the Landlord's claim. The Tenants must pay the Landlord \$5,806.79 by the timeline below.

## BACKGROUND

- [4] The Unit is a two-bedroom and two-bathroom rental unit in a fourplex ("Residential Property").
- [5] In August of 2022, the parties entered into a written, fixed-term rental agreement and paid the Landlord a \$1,600.00 security deposit. The parties renewed the fixed-term annually.
- [6] On September 1, 2022 the Tenants moved into the Unit.
- [7] On April 7, 2024 the parties signed the most recent written, fixed-term rental agreement for the period of June 1, 2024 to May 31, 2025. Rent was \$1,600.00 due on the first day of the month. Electricity was an included service up to a \$300.00 cap.
- [8] On February 28, 2025 the Tenants vacated the Unit.
- [9] On March 17, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking to keep the security deposit, including interest and additional compensation for rent owing, unpaid utilities, cleaning and damage.
- [10] I note that the Landlord emailed the Rental Office the Application and served the Tenants on March 15, 2025 which was a Saturday.
- [11] On April 2, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 13, 2025.
- [12] On May 8, 2025 the Rental Office emailed the parties an 82-page evidence package.
- [13] On May 13, 2025 the Landlord and the Tenants joined the teleconference hearing for determination of the Application. The parties confirmed receipt of the evidence package and the Landlord confirmed all evidence sent to the Rental Office was included.
- [14] The parties submitted additional evidence during and after the hearing. The Tenants submitted one document, which was forwarded to the Landlord. The Landlord submitted an email response, which was forwarded to the Tenants. Both documents are included in the record.

## ISSUE

- A. Has the Landlord established claims against the Tenants for rent owing, unpaid utilities, cleaning and damage?

**ANALYSIS & FINDINGS**

- [15] The Application stated that the Landlord was seeking a total amount of \$11,700.00 for rent owing, unpaid utilities, cleaning and damage.
- [16] In the Landlord's additional evidence, the Landlord stated that there was a mistake in the amount sought. The Landlord stated that he believed the Tenants only paid \$800.00 in June 2024, however, the Tenants actually paid \$1,000.00 on June 22, 2024.
- [17] The Landlord's total claim sought is \$11,500.00.

**The End of the Tenancy**

- [18] The evidence establishes that the tenancy agreement was a fixed-term, with an end date of May 31, 2025. On January 31, 2025 the Tenants informed the Landlord that they would be vacating the Unit at the end of February 2025.
- [19] The Landlord stated that he advertised the Unit and found new tenants for April 1, 2025.
- [20] The Tenants stated that they saw people moving into the Unit around the end of March 2025.
- [21] Subsection 55(3) of the *Act* states:

*A tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that*

- (a) is not earlier than one month after the date the landlord receives the notice;*
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and*
- (c) is the day before the day that rent is payable under the tenancy agreement.*

- [22] I find that the Tenants gave insufficient notice, as set out under subsection 55(3). The fixed-term was to end on May 31, 2025. However, the Landlord's evidence establishes that he did mitigate his losses as required under section 46 of the *Act*. The Landlord found new tenants for April 1, 2025. Therefore, I find that the tenancy ended on March 31, 2025.

**Rent Owing**

- [23] The Landlord is seeking rent owing, in the amount of \$10,400.00, calculated as followed:

Month	Amount Owed
Arrears from June to December 2024	\$2,400.00
January 2025	\$1,600.00
February 2025	\$1,600.00
March 2025	\$1,600.00
April 2025	\$1,600.00
May 2025	\$1,600.00
<b>Total</b>	<b>\$10,400.00</b>

- [24] For the reasons above, I have found that the tenancy ended March 31, 2025. Therefore, I find that the Tenants are not responsible for April and/or May 2025's rent.
- [25] The Tenants did not dispute that they owed rent for November 2024, January 2025 and February 2025. The Tenants stated that they paid \$800.00 in cash in October 2024, however, did not have evidence to corroborate this payment. The Landlord disputed the cash payment.

[26] Further, the Tenants disputed owing March 2025 rent. The Tenants stated that new tenants moved into the Unit in March 2025 and that the Landlord is collecting two rents for March 2025.

[27] The Landlord stated that the new tenants started their tenancy agreement on April 1, 2025 and he did not collect rent for March 2025 from the new tenants.

[28] I find that the evidence establishes that the Tenants owe the Landlord rent in the total amount of \$7,200.00, calculated as followed:

Month	Amount Owed
October 2024	\$800.00
November 2024	\$1,600.00
January 2025	\$1,600.00
February 2025	\$1,600.00
March 2025	\$1,600.00
<b>Total</b>	<b>\$7,200.00</b>

[29] The Landlord's rent owing claim is valid.

#### **Unpaid Utilities**

[30] The parties evidence establishes that the Tenants owe the Landlord \$100.00 for unpaid utilities for January to February 2025.

[31] This claim is valid.

#### **Cleaning & Garbage Removal**

[32] The parties evidence establishes that the Tenants owe the Landlord \$200.00 for cleaning and garbage removal.

[33] This claim is valid.

#### **Damage**

[34] The Landlord is seeking \$300.00 in compensation for damage to the Unit and the Residential Property's yard.

[35] The Tenants disputed the Landlord's claim. The Tenants stated that they did not cause the damage to the yard.

[36] I find that the Landlord's evidence does not establish that the Tenants caused undue damage to the Residential Property's yard. Further, I find that the photographic evidence presented shows damage that is normal wear and tear after a two-and-a-half-year tenancy.

[37] This claim is not valid.

[38] As the Landlord has established valid claims against the Tenants, the Landlord will keep the Tenants' security deposit, including interest to offset the amount owed. I note that the Tenants agreed that the Landlord can keep their security deposit, including interest.

**CONCLUSION**

- [39] The Application is allowed in part. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,693.21.
- [40] The Tenants must pay the Landlord the balance owing of \$5,806.79 by the timeline below, calculated as followed:

Item	Amount
Rent Owing	\$7,200.00
Unpaid Utilities, Cleaning & Garbage removal	\$300.00
Total	\$7,500.00
Less Security Deposit + Interest	(\$1,693.21)
<b>Balance</b>	<b>\$5,806.79</b>

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,693.21.
2. The Tenants will pay the Landlord the amount of \$5,806.79 by August 29, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 6th day of June, 2025.

(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.