

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks to keep the security deposit and additional compensation for rent and utilities owed, storage of the Tenants’ personal property, cleaning, and repairs, for a total claim of \$12,164.13.
- [3] The Tenants seek compensation for a total claim of \$35,200.00 for the loss of their personal property.

DISPOSITION

- [4] The Landlord will keep the Tenants’ security deposit of \$1,012.87.
- [5] The Tenants will also compensate the Landlord \$1,381.56.
- [6] The Tenants’ compensation claim is denied.

BACKGROUND

- [7] The Unit is a single-family house owned by the Landlord.
- [8] The parties entered into a written, month-to-month tenancy agreement for the Unit beginning December 1, 2024. Rent was \$1,000.00 monthly, and a security deposit of \$1,000.00 was paid on December 2, 2024.
- [9] On March 2, 2025, the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of March 22, 2025 (the “Notice”) for non-payment of rent in the amount of \$1,000.00 for March 2025, utilities owing, and being repeatedly late in paying rent.
- [10] The parties dispute when the tenancy ended.
- [11] On April 11, 2025, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Rental Office, seeking to keep the security deposit and additional compensation totalling \$12,164.13.
- [12] On April 17, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 22, 2025.
- [13] On April 30, 2025, the Tenants filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Rental Office seeking compensation totalling \$35,200.00.
- [14] On May 16, 2025, the Rental Office shared a 395-page PDF with the parties (the “Evidence Package”) through Titan File.
- [15] On May 22, 2025, the Landlord and the Tenants participated in a teleconference hearing. The parties stated they received a copy of the Evidence Package and that all submitted evidence was included.

ISSUES

- A. Do the Tenants owe the Landlord rent and utilities?
- B. Must the Tenants compensate the Landlord?
- C. Must the Landlord compensate the Tenants?

ANALYSIS**A. Do the Tenants owe the Landlord rent and utilities?**

- [16] The Landlord stated that she was seeking to keep the security deposit and additional compensation for March 2025's rent and utilities owing.
- [17] The Landlord stated that the Tenants were responsible for the water and electricity bills. The Landlord kept the utilities in her name, and the Tenants were supposed to pay her. She stated that the Tenants did not pay her for the bills dated February 4, 2025 (\$503.66), March 4, 2025 (\$491.26), or March 14, 2025 (\$131.47), totalling \$1,126.39.
- [18] The Landlord stated that after March 4, 2025, she told the Tenants to put the utilities in their names because they were not paying her for the bills. The Landlord stated that she disconnected the power on March 14, 2025, because the Tenants still had not put the utilities in their name by that date and did not pay the utilities owing. She told the Tenants they could still put the power in their name.
- [19] The Tenants stated that they were only one month behind on utilities when the Landlord shut off the power. They stated that when the power was shut off, they could not live in the Unit and had to stay somewhere else because it was too cold. They stated that they did not stay in the Unit after March 16, 2025, but their personal property was still in the Unit.
- [20] The evidence establishes that the Landlord served the Notice on March 2, 2025, effective March 22, 2025, in part for non-payment of rent, and the rent owing was not paid within ten days. Furthermore, the Tenants did not apply to the Rental Office within ten days to dispute the Notice. Therefore, the Notice was not invalidated under clauses 60(4)(a) or (b) of the Act, which state:

Within 10 days after receiving a notice of termination under this section, the tenant may
(a) pay the overdue rent, in which case the notice of termination has no effect.
(b) dispute the notice of termination by making an application to the Director under
section 75.

- [21] I find that the Tenants are deemed to have accepted that the tenancy ended on March 22, 2025, under clause 60(5)(a) of the Act.
- [22] I find that the Landlord has established that the Tenants owe the Landlord rent for 22 days from March 1 - 22, 2025, totalling **\$709.68** (22 days / 31 days x \$1,000.00).
- [23] I further find that the Landlord has established that the Tenants owe the Landlord **\$1,126.39** for utilities owing.

B. Must the Tenants compensate the Landlord?**Door Damage**

- [24] The Landlord stated that she was seeking compensation of \$3,387.74 to replace a door at the Unit that the Tenants had damaged. The Landlord submitted a repair estimate as evidence.

- [25] The Landlord stated that she had posted a notice for a move-out inspection on the Unit's door for March 22, 2025, but the Tenants were not at the Unit on that date. She stated that on March 23, 2025, she inspected the Unit and changed the locks because she was unable to contact the Tenants.
- [26] The Landlord stated that on March 24, 2025, she attended the Unit and found the Tenants driving away from the property. She stated that she found that the back door to the Unit had been damaged. The Landlord stated that she called the police, and the Tenants were charged with the door damage and placed on an Undertaking not to attend the Unit.
- [27] The Tenants stated that they were at the Unit on March 24, 2025, but denied that they damaged the door. They stated that the Landlord had changed the locks, but that they should still have had access to the Unit because all of their personal property was inside. They stated that there was no inspection notice on the door on March 24, 2025, when they attended the Unit, and that the Landlord should have sent it to them by text message.
- [28] 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.*"
- [29] I find that the Landlord has not provided sufficient evidence, on a balance of probabilities, to establish that the Tenants damaged the Unit's door.
- [30] The parties agreed that the Tenants were charged for the door damage. However, there is insufficient evidence that the Tenants have been convicted of the damage. The Tenants also denied that they caused the damage. Furthermore, the Landlord did not witness the Tenants damage the door, and she did not provide any witness testimony or other independent evidence at the hearing to assist in establishing that the Tenants caused the damage.

Storing the Tenants' Personal Property

- [31] The Landlord stated that on March 29, 2025, she moved all the Tenants' personal property from the Unit and stored it in the Tenants' camper, which was parked in the driveway. She then secured the camper with a bike lock. The Landlord stated she is seeking compensation of \$1,000.00 for 20 hours @ \$50.00 per hour, for packing, removing, and securing the Tenants' personal property in their camper.
- [32] The Tenants stated that the Landlord should not have removed their personal property from the Unit and that a bike lock would not have secured the camper.
- [33] Section 43 of 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.

- [34] I find that the Landlord has provided sufficient evidence to establish that the Tenants left their 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. However, the Tenants have not paid the Landlord the costs reasonably incurred by the Landlord to remove and store the property.
- [35] I find that the Landlord has established that the Tenants owe the Landlord **\$225.81** for 7 days of rent for storing the Tenants' personal property in the Unit, from March 22 – 28 (7 days / 31 days x \$1,000.00).
- [36] However, I find that the Landlord has not provided sufficient evidence to establish that it took 20 hours to move the Tenants' personal property into their camper, or that the Landlord should be compensated at \$50.00 per hour. Based on the evidence provided, I find it reasonable for the Landlord to be compensated for 5 hours for removing and storing the Tenants' personal property.
- [37] Regarding the hourly wage claim, I reference the *WorkPEI April 2025 Labour Force Survey Report*, which states that the average hourly wage in the "Other services" category in March 2025 was \$22.17 per hour.¹ Therefore, I award the Landlord **\$110.85** (\$22.17 x 5 hours).

Painting

- [38] The Landlord stated that she is seeking compensation of \$5,000.00 for painting the Unit.
- [39] The Landlord stated that after the Tenants moved out, she had to repaint the Unit because the Tenants had smoked in the Unit. She stated that she was seeking \$5,000.00 for the cost of materials and her own time of 75 hours at \$50.00 per hour. She stated that the Unit was freshly painted before the Tenants moved in, and she had to apply four coats of paint after they moved out to cover the smell of smoke.
- [40] I find that the Landlord has not provided sufficient evidence to establish that the Tenants must compensate the Landlord for painting the Unit.
- [41] I note that although the Unit may have been freshly painted before the Tenants moved in, the tenancy lasted less than four months. Although the Tenants may have smoked in the Unit, I find that there is insufficient evidence to establish that the Unit required four coats of paint to remedy the smell of smoke. I find that the Landlord did not provide sufficient evidence that she first attempted less costly remedies, such as cleaning the walls or airing out the unit, to try to remove the smell of smoke from the Unit.

Cleaning and Repairs

- [42] The Landlord stated that she is seeking compensation of \$1,500.00 for 30 hours of labour, at \$50.00 per hour, for three people to clean the Unit, to repair a wall, and for supplies. She is also seeking \$135.00 in compensation for her own time for removing garbage from the exterior of the Unit.
- [43] The Tenants stated that they would have cleaned the Unit and repaired the wall, but that the Landlord had turned off the power, and then they could not access the Unit after being charged. The Tenants stated that the garbage bins were full when they moved in.
- [44] 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.*"

¹ [Labour-Force-Survey-Summary-April-2025.pdf](#)

- [45] I find that the Landlord's photographs establish that when the tenancy ended, the Unit was below the standard of reasonably clean, there was garbage outside the Unit, and that the damage to the wall was beyond reasonable wear and tear.
- [46] I note that the Tenants could still access the Unit until March 22, 2025, and they had the opportunity to clean and repair the Unit before the tenancy ended, if they chose to do so.
- [47] I find that the Landlord has provided sufficient evidence to establish that it took ten hours to clean and repair the Unit. However, I find that the Landlord has not established that she should be compensated at \$50.00 per hour or \$150.00 just for garbage removal.
- [48] I find it reasonable for the Landlord to be compensated for ten hours at the hourly rate of \$22.17 per hour (*WorkPEI April 2025 Labour Force Survey Report*), totalling **\$221.70** for cleaning, garbage removal, and repairs.

C. Must the Landlord compensate the Tenants?

- [49] The Tenants stated that they were seeking \$35,200.00 in compensation for the loss of their personal property and a determination that the Landlord restricted their access to the Unit.
- [50] The Tenants stated that the Landlord should not have moved their personal property into their camper or changed the locks. They stated that the camper was stolen around April 2, 2025, with all of their belongings inside and that a bike lock could not have secured the camper properly. The Tenants stated that they reported the incident to the police, but the camper has not been recovered.
- [51] The Landlord stated that on March 29, 2025, she moved all the Tenants' personal property from the Unit and stored it in the Tenants' camper, which was parked in the driveway. She stated that she then secured the camper with a bike lock. She stated that she notified the Tenants on April 2, 2025, that they could retrieve the camper and belongings after being permitted by police to do so due to the Undertaking.
- [52] The Landlord stated that later in the day on April 2, 2025, the Tenants notified her that the camper was gone, but that the Tenants had not removed it. The Landlord stated that she did not know who had taken the camper or when, as she was not at the Unit when it was removed.
- [53] Clause 85(1)(d) of the Act states that after hearing an application, the Director may make an order requiring a landlord to compensate a tenant for a loss suffered or expense incurred as a result of a contravention of the Act or the tenancy agreement.
- [54] Section 43 of 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.

- [55] I find that the Tenants have not provided sufficient evidence to establish that the Landlord must compensate the Tenants for the loss of their personal property. The evidence establishes that the Tenants left their personal property in the Unit after the tenancy agreement was terminated on March 22, 2025. On March 23, 2025, the Landlord changed the locks at the Unit. On March 29, 2025, the Landlord then stored the personal property on the Residential Property in a safe manner inside the Tenants' camper in accordance with the Act.

- [56] There is insufficient evidence that the Landlord has been charged or convicted of the loss of the Tenants' personal property, and she denied removing the camper. Furthermore, the Tenants did not witness the Landlord remove the camper, and they did not provide any witness testimony or other independent evidence at the hearing to assist in establishing that the Landlord removed the camper.
- [57] I find that there is insufficient evidence to establish that the Landlord contravened the Act or the tenancy agreement with regard to changing the locks or storing the Tenants' personal property. Therefore, I find that the Tenants have not established that the Landlord must compensate the Tenants.

CONCLUSION

- [58] The Landlord Application is allowed in part, and the Tenant Application is denied.
- [59] The Landlord will keep the security deposit, including interest, of \$1,012.87.
- [60] The Tenants must pay the Landlord a total amount of \$1,381.56, calculated as follows:

Item	Cost
Rent	\$709.68
Utilities	\$1,126.39
Storage Costs	\$225.81
Moving Personal Property	\$110.85
Cleaning/Repairs	\$221.70
Security Deposit	(\$1,000.00)
Interest (Dec. 2/24 – June 10/25)	(\$12.87)
Total	\$1,381.56

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, including interest, totalling \$1,012.87.
2. The Tenants must pay the Landlord \$1,381.56 by August 11, 2025.

DATED at Charlottetown, Prince Edward Island, this 10th 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.