

## 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, cleaning and garbage removal in the total amount of \$5,200.00. The Landlord also seeks to keep the Tenant's security deposit, including interest to offset the claim, in the amount of \$2,563.86.

## DISPOSITION

- [3] The Landlord has established a claim for rent owing, cleaning and garbage removal, in the total amount of \$5,200.00. The Landlord will keep the Tenant's security deposit, including interest to offset the claim. The Tenant must pay the Landlord \$2,636.14 by the timeline below.

## BACKGROUND

- [4] The Unit is a three-bedroom and one-bathroom single family home.
- [5] On May 11, 2024 the parties signed a *Form 1 – Standard Form of Tenancy Agreement* ("Tenancy Agreement"). The Tenancy Agreement started June 1, 2024, with no end date. The parties agreed that the Tenancy Agreement was for a fixed-term despite it not being stated in the Tenancy Agreement. The fixed-term was for the period of June 1, 2024 to May 31, 2025. Rent was \$2,500.00 due on the first day of the month. The Tenant paid a \$2,500.00 security deposit on May 11, 2024.
- [6] The Tenancy Agreement has two tenants who are spouses.
- [7] The Tenants vacated the Unit on January 30, 2025.
- [8] On February 12, 2025 the Landlord's representative ("Representative") filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking to keep the Tenants' security deposit, including interest and additional compensation for rent owing, cleaning and garbage removal. The Application only named one of the Tenants ("Tenant").
- [9] On March 31, 2025 the Representative amended the Application.
- [10] On April 11, 2025 the Rental Office emailed the parties and mailed the Tenant notice of a teleconference hearing scheduled for May 13, 2025 ("Notice of Hearing").
- [11] On May 5, 2025 the Rental Office emailed the Tenant a copy of the Notice of Hearing and extended the parties' evidence submission deadline.
- [12] On May 12, 2025 the Rental Office made available to the parties a 39-page and 4-video recordings evidence package via TitanFile.
- [13] On May 13, 2025 the Representative and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed receipt of the evidence package and the parties confirmed all evidence sent to the Rental Office was included.
- [14] After the hearing the Representative submitted additional evidence which included a written comment and 8 photographs. The additional evidence was forwarded to the Tenant. The Tenant did not provide a response.

**ISSUE**

- A. Has the Landlord established claims against the Tenant for rent owing, cleaning and garbage removal?

**ANALYSIS & FINDINGS**

- [15] The Application stated that the Landlord was seeking a total amount of \$5,200.00 for rent owing, cleaning and garbage removal.

**The End of the Tenancy & Mitigation**

- [16] A copy of the Tenancy Agreement was submitted into evidence. Under the heading *Term* the Tenancy Agreement started June 1, 2024, but did not have an end date.
- [17] The Representative stated that the Tenancy Agreement was intended to be for a fixed-term, which ended May 31, 2025. The omission of the end date in the Tenancy Agreement was an error.
- [18] The Tenant stated that the Tenancy Agreement made no mention of a fixed-term. However, the Tenant agreed that the Tenancy Agreement was for a fixed-term. The Tenant stated that generally tenancy agreements are for one year in Canada and that is what he believed for the Tenancy Agreement.
- [19] The Tenant stated that he gave the Representative two-months' notice before the Tenants vacated the Unit on January 30, 2025. The Tenant stated that there were numerous issues with the Unit which made them decide to vacate the Unit. The Tenant submitted into evidence email correspondence with the Representative dated December 16, 2024, which stated in part:

*"I am giving a notice for about two months until February 1<sup>st</sup> and we are moving to another house we have signed a contract in I will pay for this month and next month as well."*

- [20] In response to the Tenant's testimony, the Representative stated that the Tenant gave insufficient notice and that he reminded the Tenant immediately that the Tenancy Agreement was a fixed-term.
- [21] I note that 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] Despite the error on the Tenancy Agreement, I find that the evidence establishes that the parties agreed that the Tenancy Agreement was for a year fixed-term. Further, I find that the evidence establishes that the Tenant gave the Landlord insufficient notice to end the fixed-term tenancy, as set out under subsection 55(3) of the *Act*. The fixed-term was to end on May 31, 2025. However, the Tenant gave the Landlord notice on December 16, 2024 and vacated January 30, 2025. The Tenant was responsible for the remaining months of the Tenancy Agreement (February, March, April and May).
- [23] Landlords are responsible to mitigate their losses under section 46 of the *Act*.
- [24] In this case, the Representative stated he showed prospective tenants the Unit and advertised the Unit. The Representative stated that new tenants moved into the Unit on April 1, 2025. The Landlord is seeking rent owing for February and March 2025.

- [25] In Order LR20-39, the Island Regulatory and Appeals Commission ("Commission") commented on a landlord's duty to mitigate in considerable depth under the former rental law the *Rental of Residential Property Act*, which has the same duty to mitigate provisions as the *Act*. The Commission stated:

*"In addressing the lessor's duty to mitigate under section 29 of the Act, the Commission finds that the adequacy of mitigation, not just whether or not mitigation occurred, may be considered. The quantum of the claim and the remaining duration of the rental agreement are relevant facts to consider when address the adequacy of mitigation. What may be considered reasonable efforts to mitigate for a small claim or a short period of time may be lacking for a large claim or an extended period of time."*

- [26] I find that the evidence establishes that the Landlord took reasonable steps to mitigate its losses. After advertising the Unit, showing the Unit and cleaning the Unit the Representative was able to find new tenants starting April 1, 2025. Therefore, I find that the Tenancy Agreement ended earlier than its fixed-term end date. The Tenancy Agreement ended on March 31, 2025.

### Rent Owning

- [27] The Landlord is seeking rent owing, in the amount of \$5,000.00 (\$2,500.00 for February 2025 and \$2,500.00 for March 2025).
- [28] For the reasons above, I have found that the Tenancy Agreement ended on March 31, 2025, which was two months earlier than its end date. Therefore, I find that the Tenants are responsible for February 2025 and March 2025's rent, in the total amount of \$5,000.00.
- [29] The Landlord's rent owing claim is valid.

### Cleaning & Garbage Removal

- [30] The Landlord is seeking \$200.00 for cleaning and garbage removal.
- [31] The Representative stated that the Tenants left garbage outside of the Unit. The Representative stated that the Tenants owned a bird, which caused the walls the be dirty behind its cage. The Representative stated that the walls needed to be wiped down, painted and the garbage was removed. The Representative stated that he is only charging the Tenant \$200.00.
- [32] In response to the Tenant's testimony, the Representative stated that the Unit was inspected about the electrical was safe. The Tenants' video showing smoke coming from a light fixture was caused by the lightbulb and not by the electrical wiring.
- [33] The Tenant disputed the Representative's claims. The Tenant stated that there was no garbage left, only a bicycle and basketball net. The Tenant stated that there were safety issues with the Unit due to faulty electrical.
- [34] I have reviewed the parties' evidence. The Tenant submitted video-recordings of inside the Unit at the end of the tenancy. The Landlord submitted photographs of the Unit's yard and a door in the Unit. I note that a tenant must leave a rental unit reasonably clean under clause 39(2)(a) of the *Act*.
- [35] In this case, I find that the Landlord has established a valid claim for garbage removal from the Unit's yard. The Landlord did not submit an invoice or receipt for the costs associated with cleaning and/or removing garbage. However, I find that the Landlord's \$200.00 claim is a fair amount to award based on the photographic evidence submitted showing the garbage left on the Residential Property's driveway and yard.
- [36] I find the Landlord's cleaning and garbage removal claim is valid.

- [37] As the Landlord has established valid claims against the Tenant, the Landlord will keep the Tenant's security deposit, including interest to offset the amount owed.

### Pre-Tenancy & Post-Tenancy Inspection Reports

- [38] I note that the Landlord did not complete a pre-tenancy and a post-tenancy inspection report. Sections 18 and 38 of the *Act* requires a landlord and tenant to inspect the condition of a rental unit at the beginning and at the end of a tenancy. The parties are to complete and sign a *Form 5 – Landlord Condition Inspection Report* (found on the Rental Office's website).
- [39] In Order LR25-12, the Commission commented on the benefit of such inspection reports, the Commission stated (paragraph 34):

*“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.”*

### CONCLUSION

- [40] The Application is allowed. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,563.86.
- [41] The Tenant must pay the Landlord the balance owing of \$2,636.14 by the timeline below, calculated as followed:

Item	Amount
Rent Owing (February 2025 & March 2025)	\$5,000.00
Cleaning & Garbage removal	\$200.00
Total	\$5,200.00
Less Security Deposit + Interest	(\$2,563.86)
<b>Balance</b>	<b>\$2,636.14</b>

### IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,563.86.
2. The Tenant will pay the Landlord the amount of \$2,636.14 by August 11, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 11th 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.