

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 wants to keep the Tenant's security deposit plus additional compensation for rent owing, damage and personal property removal.

DISPOSITION

- [3] For the reasons below, I find that the Landlord has established rent owing and personal property removal claims, in the total amount of \$3,648.39. The balance of the Landlord's claims regarding damage are denied.
- [4] The Landlord will retain the Tenant's entire security deposit, including interest, in the amount of \$2,561.59. The Tenant must pay the Landlord additional compensation in the amount of \$1,086.80 by the timeline below.

BACKGROUND

- [5] The Unit is a three-bedroom, two-bathroom, single family dwelling with a double-car garage. The Landlord purchased the Unit new in May of 2024 and the Tenant and his family were the first occupants.
- [6] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement for the Unit for the period of June 1, 2024 to May 31, 2025 (the "Tenancy Agreement"). Rent in the amount of \$2,500.00 was due on the first day of the month. Around May 28, 2024 a security deposit of \$2,500.00 was paid.
- [7] On February 3, 2025 the Tenant text-messaged the Landlord stating that he would be moving out of the Unit (the "Notice").
- [8] On February 19, 2025 the Tenant vacated the Unit.
- [9] On February 24, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine* with the Rental Office claiming against the Tenant for rent owing, damage and personal property removal (the "Application").
- [10] On March 27, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 13, 2025, along with a copy of the Application.
- [11] On May 7, 2025 the Rental Office provided the parties a 69-page evidence package and video evidence (the "Evidence Package").
- [12] On May 13, 2025 the Landlord and the Tenant joined the teleconference hearing. The parties confirmed that they received the Evidence Package and they confirmed that all evidence submitted to the Rental Office was included.

ISSUE

- A. Has the Landlord established claims against the Tenant for rent owing, damage and personal property removal?

ANALYSIS**Rent**

- [13] The parties agree that rent was not paid for February 2025 and the Tenant owes the Landlord rent for this month, in the amount of \$2,500.00.
- [14] I note that in order for a termination notice to be effective, it is necessary for it to be in writing and contain an effective date (section 53).
- [15] The Landlord stated that the Tenant did not provide a specific move-out date in the February 3, 2025 text message. The Landlord's evidence is that the Tenant called the Landlord on February 5, 2025 and advised that he would be moving out before the end of the month.
- [16] I have reviewed the February 3, 2025 message and the Tenant could certainly have been clearer regarding the exact move-out date.
- [17] More importantly, the timeline for ending a fixed-term tenancy by notice is specified in subsection 55(3):

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.

- [18] The effective date cannot be earlier than the date specified in the Tenancy Agreement as the end date of the tenancy. Therefore, the Notice could not be effective until May 31, 2025.
- [19] The Tenant argued that the Landlord agreed to the tenancy ending with 30 days' notice.
- [20] The Tenant stated that with 30 days' notice on February 3, 2025 the Tenancy Agreement would end March 5, 2025.
- [21] I find that there is insufficient evidence to support an agreement to end the Tenancy Agreement with 30 days' notice.
- [22] The Landlord denied agreeing to ending the Tenancy Agreement with 30 days' notice.
- [23] Further, the Tenant's written evidence included the following statement regarding a conversation with the Landlord on December 13, 2024:

"...he happily told me that he'd need 30days notice to get another tenant and it be set for us to leave but I'd be responsible for rent till he or I found someone to take the property as he can't afford to miss a rent which we both joked about it being a easy rental as it's a big house with affordable rent for its size we both agreed to list the property when the time arose to make it easier for both of us."

- [24] The Tenant's recollection of this conversation in this written statement included a requirement that the Tenant would remain responsible for rent until a replacement tenant started paying rent.
- [25] The Landlord stated that he found a replacement tenant that moved in March 14, 2025. I note that pro-rated rent from March 1 to 13, 2025 totals \$1,048.39 (13 days divided by 31 days multiplied by \$2,500.00).

- [26] The Landlord's mitigation efforts reduced the Tenant's rent owing liability after February 28, 2025 from \$7,500.00 to \$1,048.39, being 14.0% of the total possible rent claim for the balance of the fixed term, ending May 31, 2025.
- [27] I find that the Landlord engaged in sufficient mitigation efforts.
- [28] The Tenant is responsible for pro-rated rent up to March 13, 2025, in the amount of \$1,048.39.

Damage and Personal Property Removal

- [29] The Landlord's evidence is summarized as follows.
- [30] The Tenant painted two walls without the Landlord's permission. The Tenant repainted the walls at the Landlord's request but did not complete the work properly.
- [31] The Landlord also claims for damage to the living room walls, bedroom walls and the garage walls. The Tenant did not remove a wooden rack in the garage and wall decorations.
- [32] The Landlord submitted a quote dated February 23, 2025 for the wall repair work, in the amount of \$1,725.00.
- [33] The Landlord submitted into evidence photographs that were taken around February 24 or 25, 2025. The Landlord reviewed the photographs at the hearing, including close-up photographs.
- [34] As of the hearing date the Landlord had paid \$450.00 for repair work completed by a different person (not the person that provided the quote above). Some of the wall damage work was repaired and the wooden rack was removed. This work was completed around the first week of March 2025, before the new tenant moved in.
- [35] The Landlord believes that \$1,275.00 worth of work remains.
- [36] The Tenant's evidence is summarized as follow.
- [37] During the December 13, 2024 meeting the Tenant pointed out problems with the Unit to the Landlord.
- [38] The Tenant stated that wall damage occurred when the air conditioner cover dropped down and damaged the wall. The Tenant stated that the Landlord is claiming for damage around a wall mount TV location. A TV was installed but the Tenant argued that any damage is just normal use.
- [39] The Tenant argued that the Landlord's close up wall photographs show very small areas that do not reflect the condition of the entire walls.
- [40] The Tenant put two three-inch bolts in the wall regarding the wooden rack in the garage. The Tenant estimated that \$50.00 would be the cost for removing the rack.
- [41] The Tenant stated that there were three decorations installed that were not removed. These decorations are shown in the Landlord's photographs.
- [42] I note that both parties stated that they did not complete written move-in or move-out inspection reports.

[43] Clause 39(2)(a) of the *Act* states:

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...

[44] The Tenant is not responsible for damage that amounts to reasonable wear and tear. The *Act* does not require the Tenant to bring the Unit back to the exact same condition that the Unit was in at the beginning of the Tenancy Agreement.

[45] I note that in the photographs showing larger parts of the Unit it is difficult to see any damage.

[46] I am not satisfied that the Landlord's close-up photographs show damage beyond reasonable wear and tear.

[47] The Tenant was responsible to remove the rack from the garage and the wall decorations under subsection 43(1) of the *Act*. I find that \$100.00 is an appropriate amount for the Landlord to remove these items.

CONCLUSION

[48] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,561.59.

[49] The Tenant must also pay the Landlord the net amount of \$1,086.80 by the timeline below, calculated as follows:

Item	Amount
February 2025 rent owing	\$2,500.00
March 1 to 13, 2025 rent owing	\$1,048.39
Personal property removal	\$100.00
Security deposit	\$-2,500.00
Security deposit interest (28 MAY 2024 to 13 JUN 2025)	-\$61.59
Net amount to be paid by Tenant	\$1,086.80

[50] I note that written move-in and move-out inspection reports are mandatory under sections 18 and 38 of the *Act*.

[51] The Landlord must ensure that written reports are completed in compliance with these sections for all other tenancies.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,561.59.
2. The Tenant must also pay the Landlord \$1,086.80 by July 14, 2025.

DATED at Charlottetown, Prince Edward Island, this 13th day of June, 2025.

(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.