

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 Landlords want to keep the Tenant's security deposit plus additional compensation for rent owing, electricity, damage and personal property removal. The Landlords' claims total \$2,914.35.

DISPOSITION

- [3] For the reasons below, I find that the Landlords have established their claims in the total amount of \$2,914.35
- [4] The Landlords will retain the Tenant's entire security deposit, including interest, in the amount of \$1,759.91. The Tenant must pay the Landlords additional compensation in the amount of \$1,154.44 by the timeline below.

BACKGROUND

- [5] The Unit is a three-bedroom, two-bathroom, townhouse that the Landlords have owned for seven years.
- [6] The Landlords and the Tenant entered into a written, fixed-term tenancy agreement for the Unit for the period of March 1, 2024 to February 28, 2025 (the "Tenancy Agreement"). A security deposit of \$1,700.00 was paid around January 21, 2024. Rent in the original amount of \$1,700.00 was due on the first day of the month. At the end of the fixed-term the tenancy continued on a month-to-month basis.
- [7] On March 5, 2025 the Tenant emailed the Landlords stating that the Tenant would be moving out of the Unit (the "Notice"). The parties agreed that the Tenancy Agreement would end on April 15, 2025.
- [8] On March 27, 2025 the Tenant vacated the Unit.
- [9] On March 31, 2025 the Tenant notified the Landlords that the Tenant had vacated the Unit.
- [10] On April 15, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine* with the Rental Office claiming against the Tenant for rent owing, electricity, damage and personal property removal. On April 16, 2025 the Landlords amended their application (the "Application").
- [11] On June 19, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for July 22, 2025, along with a copy of the Application.
- [12] On July 16, 2025 the Rental Office provided the parties with access to a 92-page evidence package and video evidence (the "Evidence Package" or "EP").
- [13] On July 22, 2025 one of the Landlords (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. Have the Landlords established claims against the Tenant for rent owing, electricity, damage and personal property removal?

ANALYSIS

[14] At the hearing the Tenant agreed to the Landlords' following claims:

Item	Amount
Bin - Label Construction	\$414.58
Garbage Removal	\$230.00
Cleaning	\$287.50
Fridge door tray	\$64.30
Wall repairs	\$287.50
Total	\$1,283.88

[15] The Tenant disputes the Landlords' claims for rent (\$869.50), electricity (\$70.97) and for painting the basement floor/stairs (\$690.00).

Rent

[16] For the reasons below, I find that the Tenant is responsible for rent owing from April 1 to 15, 2025 in the amount of \$869.50.

[17] The parties' evidence establishes that an agreement was reached for the tenancy to end on April 15, 2025 and the Tenant was responsible for rent up to this date (EP30).

[18] The Tenant did not pay this rent.

[19] The Tenant argued that the rent should not be charged because of the Unit's condition, particularly the presence of mould.

[20] I note that, if the Tenant had issues with the condition of the Unit, then the Tenant needed to let the Landlords know about these issues.

[21] The Landlords would not be expected to repair issues that they did not know about.

[22] Based upon the emails that the Tenant sent to the Landlords, it was reasonable for the Landlords to believe that the Tenant was happy with the Unit's condition. In particular, the Tenant wrote the following two emails:

January 17, 2024 (EP28)

"Hi [Landlord]

I just did the viewing with your father and I love the unit. I'm very interested! I can write a cheque or send an etransfee for the deposit immediately.

Thank you very much.

[Tenant]"

March 5, 2025 (EP31)

"Hi [Landlord],

I'm just writing to give you notice that we'll be vacating the unit. We like the place, it's just gotten too small for our current situation. We're hoping to move out for April 1.

I know we're a few days past the first of this month so I'm hoping that won't be a problem or we could work something out.

Thanks!

[Tenant]"

- [23] The parties stated that the Tenant did not advise the Landlords of any mould issues in the Unit until March 31, 2025, after the Tenant had vacated the Unit.
- [24] The parties stated that the Department of Environmental Health did not inspect the Unit during the tenancy.
- [25] I note that Environmental Health has authority to inspect residential rental properties and issue reports under the *Public Health Act Rental Accommodation Regulations*.
- [26] Environmental Health reports normally make observations on the condition of a rental unit. These reports also provide required and recommended steps and a timeline for addressing any problems. Environmental Health inspectors are subject matter experts that can provide relevant written opinion evidence on whether a rental unit is properly maintained.
- [27] As the Unit was not inspected, I do not have the benefit of an Environmental Health report to consider the Tenant's property condition claims.
- [28] I find that insufficient evidence has been presented to support earlier termination of the Tenancy Agreement before April 15, 2025 or a rent reduction. I find that the Tenant is responsible for rent owing in the amount of \$869.50.

Electricity

- [29] Electricity was a service excluded from the Unit's rent which the Tenant was responsible to pay to Maritime Electric.
- [30] I have determined, above, that the Tenancy Agreement did not terminate until April 15, 2025. Therefore, the Tenant is responsible for the \$70.97 electricity cost incurred by the Landlords during this period (EP42) after the Tenant cancelled the electricity service.

Floor Damage

- [31] 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...

- [32] For the reasons below I find that the Tenant is responsible for undue damage to the Unit's basement.
- [33] The Tenant had two cats in the Unit which the Tenant adopted in the Fall of 2024. The cats were about five years old during the tenancy.

- [34] The Landlords submitted into evidence a photograph of cat feces in the Unit's basement after the Tenant moved out (EP52). The Landlords also submitted into evidence a video and photograph showing cat hair on the basement floor (EP 51). The Landlords' evidence is that the basement had a pungent urine and feces smell due to the Tenant's cats.
- [35] The Tenant's evidence is that the Unit's basement had a strong, unpleasant odour at the beginning of the tenancy (EP83).
- [36] However, the Tenant's evidence regarding the initial condition is not consistent with the Tenant's email evidence, quoted above.
- [37] On January 17, 2024 the Tenant stated in part *"I just did the viewing with your father and I love the unit."* On March 5, 2025 the Tenant stated in part: *"We like the place, it's just gotten too small for our current situation."*
- [38] These emails indicate that the Tenant did not previously take issue with the Unit's condition.
- [39] The Tenant also made the following assertion in the Tenant's written evidence (EP84):
- "There was no urine or feces in the basement; this claim is baseless and appears intended to justify charging me for repairs that stem from long-standing maintenance failures."*
- [40] However, as stated above, the Landlords provided objective evidence of cat feces in the basement (EP52).
- [41] Based upon the evidence presented, I find that the Tenant is responsible for the Landlords' basement painting cost to address a cat urine and feces odour, in the amount of \$690.00.

Tenancy Agreement Form

- [42] I note that the Landlords used an earlier rental agreement form. The current standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

CONCLUSION

- [43] The Application is allowed.
- [44] The Landlords have established a total claim of \$2,914.35, calculated as follows:

Item	Amount
Bin - Label Construction	\$414.58
Garbage removal	\$230.00
Cleaning	\$287.50
Fridge door tray	\$64.30
Wall repairs	\$287.50
Rent owing	\$869.50
Electricity cost	\$70.97
Painting in the basement	\$690.00
Total	\$2,914.35

- [45] The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$1,759.91. The Tenant must also pay the Landlords \$1,154.44 by August 25, 2025.

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenant's security deposit, including interest, in the amount of \$1,759.91.
2. The Tenant must also pay the Landlords \$1,154.44 by August 25, 2025.

DATED at Charlottetown, Prince Edward Island, this 23rd day of July, 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.