

**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 seeks rent owing and to keep the Tenants’ security deposit, including interest, for cleaning and repairs, for a total claim of \$5,000.00.

**DISPOSITION**

- [3] The Landlord will keep the Tenants’ security deposit, including interest, in the amount of \$2,546.46.
- [4] The Tenants will pay the Landlord \$2,453.54 by the timeline below.

**BACKGROUND**

- [5] The Unit is a single-family house that the Landlord owns.
- [6] The parties entered into a written fixed-term tenancy agreement for the Unit, effective from November 1, 2024, to October 31, 2025. Rent of \$2,500.00 was due on the first day of each month, and a security deposit of \$2,500.00 was paid on October 28, 2024.
- [7] The Tenants moved out of the Unit sometime in March 2025.
- [8] On April 16, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking rent owing and to keep the Tenants’ security deposit for cleaning and repairs.
- [9] On April 17, 2025, the Tenants contacted the Rental Office and confirmed that they had received a copy of the Application.
- [10] On June 12, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 31, 2025.
- [11] On July 22, 2025, the Rental Office emailed a 47-page PDF (the “Evidence Package”) to the parties.
- [12] On July 31, 2025, the Landlord’s representative (the “Representative”) called into the teleconference hearing. I telephoned the Tenants, but there was no answer. I left a voicemail; however, the Tenants did not call into the hearing.
- [13] The hearing proceeded in the Tenants’ absence about ten minutes after the scheduled time. The Representative confirmed receipt of the Evidence Package and stated that all evidence submitted to the Rental Office was included. The Tenants submitted no documents or evidence.

**ISSUES**

- A. Do the Tenants owe the Landlord rent?
- B. Must the Tenants compensate the Landlord for cleaning and repairs?

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

- [14] The Representative's evidence is as follows.
- [15] The Tenants did not pay rent for March 2025, and the Representative went to the Unit on April 1, 2025, to serve the Tenants with an eviction notice. He could see through the window that the Unit was empty. The Representative messaged the Tenants, who replied that they had moved out of the Unit. The Tenants did not provide a date that they had moved out, but the Representative believes that it was sometime in March 2025.
- [16] The Representative regained possession of the Unit on April 2, 2025. He advertised the Unit after it was cleaned and repaired, but it was not re-rented until July 1, 2025. The Representative stated that the Landlord lost rent for April, May, and June, totalling \$7,500.00, due to the Tenants not providing proper notice.
- [17] 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.*

- [18] I find that the Landlord has provided sufficient evidence to establish that the Tenants failed to provide proper notice to end the tenancy agreement under subsection 55(3) of the Act.
- [19] I find that the Landlord had fulfilled its responsibility to try to reduce (mitigate) rental income losses after it regained possession of the Unit, under section 46 of the Act.
- [20] I find that the Landlord has established that the Tenants owe the Landlord \$2,500.00 in rent for March 2025.

**B. Must the Tenants compensate the Landlord for cleaning and repairs?**

- [21] The Representative's evidence is as follows.
- [22] The Representative submitted a schedule of expenses for the Unit totalling \$2,199.54 for cleaning, painting, and cockroach treatments. The Representative did not include the hours his staff worked cleaning, painting, and repairing the Unit, but he stated it would equal several hundred dollars.
- [23] The Unit had to be cleaned after the Tenants moved out, and the Representative had to hire a cleaner at a cost of \$575.00. The carpet on the basement stairs was covered in mud and required cleaning by ServiceMaster at a cost of \$149.50.
- [24] The Unit also required treatment for cockroaches, at a cost of \$891.25, because the Tenants caused a cockroach infestation in the Unit. There were no cockroaches in the Unit before the Tenants moved in. The Tenants purchased used furniture and moved the furniture into the Unit. In December 2024, the Tenants notified the Landlord of the presence of cockroaches, and the Unit required treatments until after the Tenants vacated.
- [25] The lawn was covered in cigarette butts, which needed to be cleaned up by the Landlord's staff. A toilet seat needed to be repaired, and there were gashes in the floor.

- [26] The Tenants smoked in the Unit's ensuite and garage; however, the Tenants were told that it was a non-smoking property. The garage floor and ensuite needed to be repainted to cover the smell of smoke. The Representative was required to purchase paint and painting supplies, and his staff completed the painting.
- [27] 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.*"
- [28] I find that the Landlord has provided sufficient evidence to establish that the Tenants left the Unit below the standard of reasonably clean when they moved out of the Unit. I further find that the Landlord has established that the Tenants were the cause of the cockroach infestation in the Unit and that cockroach treatments were required as a result.
- [29] I find that the claims for cleaning (\$575.00), ServiceMaster (\$149.50), and the cockroach treatments (\$891.25), totalling \$1,615.75, are allowed.
- [30] I find that the Landlord has not established the claims for paint and paint supplies.
- [31] The Representative stated the Unit needed to be painted because the Tenants smoked in the Unit. However, there is no clause in the tenancy agreement which states that smoking is prohibited in the Unit. Furthermore, there is insufficient evidence that the Landlord tried cleaning these areas to eliminate the smell of smoke before painting.

### CONCLUSION

- [32] I find that the Landlord has established that the Tenants owe the Landlord rent for March 2025, as well as cleaning and cockroach treatment, totalling \$4,115.75.
- [33] I find that the evidence also establishes that the Tenants owe the Landlord rent for April 2025 for providing improper notice to end the fixed-term tenancy agreement.
- [34] I find that the Landlord has established the \$5,000.00 claim as requested in the Application.
- [35] As the Application only seeks a total claim of \$5,000.00, I will not make a determination as to whether the Tenants owe the Landlord above the amount claimed.

### IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$2,546.46.
2. The Tenants will pay the Landlord \$2,453.54 by September 2, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 1st day of August, 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.