

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 against the Tenant for rent owing, utilities, garbage removal and damage. The Landlord also seeks permission to dispose of the Tenant's abandoned personal property.

DISPOSITION

- [3] The Landlord has established a claim for pro-rated rent owing, utilities and garbage removal, in the total amount of \$2,392.25.
- [4] The Landlord may dispose of the Tenant's personal property forthwith.

BACKGROUND

- [5] The parties entered into a written, fixed-term tenancy agreement for the Unit for the period of June 15, 2024 to June 15, 2025. A security deposit of \$2,000.00 was paid on April 20, 2024. Rent in the amount of \$2,300.00 was due on the first day of the month.
- [6] The parties had a prior Rental Office dispute.
- [7] On January 22, 2025 the Rental Office issued Orders LD25-021 and LD25-022, which are included in the evidence. The Orders ended the tenancy effective January 29, 2025, and awarded the Landlord rent owing and utilities up to January 29, 2025. The Landlord also was permitted to keep the Tenant's security deposit, including interest.
- [8] On February 13, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking compensation against the Tenant for rent owing, utilities, garbage removal and damage. The Application also sought disposal of the Tenant's abandoned personal property.
- [9] On February 15, 2025 the Tenant and all occupants vacated the Unit. The Landlord regained vacant possession of the Unit.
- [10] On May 21, 2025 the Landlord amended the Application.
- [11] On June 16, 2025 the Rental Office emailed and faxed the parties notice of a teleconference hearing scheduled for July 31, 2025.
- [12] On July 24, 2025 the Rental Office emailed the parties a 32-page PDF evidence package.
- [13] On July 31, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed receipt of the evidence package and the Landlord confirmed all evidence sent to the Rental Office was included. The Tenant did not submit any evidence.
- [14] During the hearing I requested additional evidence from the Landlord. The Landlord submitted five documents including a *Just Junk* invoice and four photographs of the Unit's window. The Landlord stated in the email that the photographs were taken in May 2024.
- [15] The Tenant stated that he did not need the additional evidence forwarded to him and did not wish to respond to the Landlord's additional evidence. The Tenant also stated that the Landlord may dispose of the personal property listed on the Application.

ISSUE

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

ANALYSIS**Rent Owing & Utilities**

- [16] The Landlord is seeking pro-rated rent and utilities up to February 15, 2025.
- [17] In Order LD25-022, the Landlord was awarded rent owing up January 29, 2025 and utilities up to January 16, 2025. However, the Tenant and all occupants stayed in the Unit until February 15, 2025.
- [18] I find that the Landlord is entitled to rent owing and utilities up to February 15, 2025.
- [19] Subsection 74(1) of the *Act* states:
- A landlord is entitled to compensation for a former tenant's use and occupation of the rental unit after the tenancy has been terminated.*
- [20] I find that the Landlord has established claims for pro-rated rent, in the amount of \$1,380.53, calculated as followed:
- 2 days in January divided by 31 days in January multiplied by \$2,300.00 = \$148.39;
15 days in February divided by 28 days in February multiplied by \$2,300.00 = \$1,232.14.
- [21] I find that the Landlord has established a valid claim for utilities up to February 15, 2025, in the amount of \$472.37.
- [22] The Landlord stated that the utilities owed up to February 15, 2025 is \$472.37, which is from January 17, 2025 to February 15, 2025.
- [23] The total claim is \$1,852.90.

Garbage Removal & Damage

- [24] The Landlord is seeking \$4,494.00 in compensation against the Tenant for garbage removal and damage to the Unit.
- [25] I find that the Landlord has provided sufficient evidence to establish a claim for garbage removal, in the amount of \$539.35.
- [26] I find that the Landlord has provided insufficient evidence to establish a claim against the Tenant for damage.
- [27] The Landlord stated that the Unit required cleaning and garbage removal after the Tenant and all occupants vacated. The Landlord submitted an invoice from *Just Junk* for \$539.35. I note that the invoice does not provide details, other than "*junk removal: 5/8 load*" on "*Wed, April 30, 2025 8:30 am -10:30am.*" The Landlord also submitted photographs of the Unit, showing items left behind by the Tenant.

- [28] The Landlord also stated that the Unit was damaged beyond reasonable wear and tear, which included some damage to the walls, a crack in the door frame and broken window. The Landlord stated that the walls were fixed, however, the door frame and window have not been fixed. The Landlord did not have an invoice or a quote. The Landlord stated that he was given a total \$4,000.00 quote.
- [29] The Tenant stated that he has not been in the Unit since January 14, 2025. The Tenant denied causing the damage. The Tenant stated that the damage to the window was pre-existing before he moved into the Unit.
- [30] I find that the Landlord has provided insufficient evidence to establish a claim against the Tenant for damage. The Landlord has not provided objective and direct evidence to conclude that, on a balance of probabilities, the Tenant or an occupant permitted in the Unit by the Tenant has caused the damage.
- [31] The Landlord provided additional evidence, which included photographs of a window. The Tenant denied causing the damage to the window and stated that the damage was pre-existing. The parties did not complete pre-tenancy or post-tenancy inspection reports which were required under the *Act*. Such inspection reports would have been helpful in this case. Further, the Landlord's photographs are not date stamped. I cannot conclude, on a balance of probabilities, that the Tenant caused the damage.
- [32] Further, I find that the Landlord did not provide an objective and direct quote/invoice to repair the damage. The Landlord only provided an oral quote.
- [33] I find that the Application is allowed in part, in the amount of \$2,392.25, calculated as followed:
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|-----------------------------------|---------------|
| Rent owing in the amount of: | \$1,380.53; |
| Utilities owing in the amount of: | \$472.37; and |
| Garbage removal in the amount of: | \$539.35. |

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord the amount of \$2,392.25 by October 1, 2025.
2. The Landlord may dispose of the Tenant's personal property forthwith.

DATED at Charlottetown, Prince Edward Island, this 7th day of August, 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.