

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks rent owing, additional compensation, to keep the Tenants' security deposit, including interest, and to dispose of the Tenants' personal property, for a total claim of \$2,848.97.

DISPOSITION

- [3] The Tenants will pay the Landlord \$2,848.97.
- [4] The Landlord may dispose of the Tenants' Personal Property.

BACKGROUND

- [5] The Unit is an apartment in a multi-unit building.
- [6] The parties entered into a written fixed-term tenancy agreement for the Unit, effective from September 9, 2022, to September 30, 2023. The tenancy agreement then continued on a month-to-month basis. Rent of \$1,709.15 was due on the first day of each month, and a security deposit of \$1,678.00 was paid at the beginning of the tenancy.
- [7] The Tenants moved out of the Unit on June 1, 2025.
- [8] On June 17, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "First Application") seeking compensation for cleaning and repairs and to dispose of the Tenants' personal property.
- [9] On June 24, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the "Second Application"), seeking to keep the Tenants' security deposit, including interest, for rent owing for June 2025.
- [10] On July 3, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 5, 2025.
- [11] On July 30, 2025, the Rental Office emailed a 231-page PDF (the "Evidence Package") to the parties.
- [12] On August 5, 2025, the Landlord's representative (the "Representative"), the Landlord's witnesses, and the Landlord's legal coordinator 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 the Landlord 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?
- C. Can the Landlord dispose of the Tenants' Personal Property?

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

- [14] The Representative's evidence is as follows.
- [15] The Tenants provided two emails to the Landlord on May 16, 2025, stating that they would be moving out by June 1, 2025. The Representative informed the Tenants that they were not providing enough notice and that they would be required to pay rent for June 2025. The Representative inspected the Unit on June 2, 2025, and found that the Tenants had moved out of the Unit.
- [16] The Tenants failed to provide at least one month's notice of their intention to move out and did not pay rent for June 2025. The Landlord also incurred a \$25.00 NSF fee for June 2025's rent.
- [17] The Unit was advertised and re-rented on August 1, 2025.
- [18] Subsection 55(2) of the Act states:

A tenant may end a month-to-month or other periodic 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 the day before the day that rent is payable under the tenancy agreement.

- [19] 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(2) of the Act.
- [20] I find that the Landlord had fulfilled their responsibility to try to reduce (mitigate) rental income losses after they regained possession of the Unit, under section 46 of the Act.
- [21] I find that the Landlord has established that the Tenants owe the Landlord \$1,709.15 in rent for June 2025 plus a \$25.00 NSF fee, totalling \$1,734.15.

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

- [22] The Representative's evidence is as follows.
- [23] After the Tenants moved out, the Landlord inspected the Unit. The Unit was left in a very unclean state. The bathroom fixtures were black with dirt (toilet and tub/shower) in both bathrooms. There were damages to several walls in the Unit. The Tenants' cat damaged the patio screen door. Much of the Unit had to be repainted due to dirt and damage. The Unit had been painted on Aug. 25, 2022, before the Tenants moved into the Unit.
- [24] There was a damaged hallway light switch with exposed wires. There was a dent on the stainless-steel freezer door, and the handle was broken. There was damage to the lower fridge door, causing rippling on the stainless-steel surface and a broken fridge door handle.
- [25] The hallway glass ceiling light fixture in front of the 2nd bedroom had a broken and missing glass shade, and its frame was twisted. There was a hole on the front side of the kitchen island, and the Gyproc was punctured. The mailbox key was not returned until after the lock had already been changed.
- [26] The Tenants left behind a lot of contents, furniture, boxes, and garbage in the Unit, which needs to be disposed of. Photographs of the Unit and a list of the items (the "Inventory") that the Tenants left in the Unit were submitted as evidence. A move-in and move-out inspection report was also submitted as evidence.

[27] The Landlord is seeking \$2,897.81 in compensation from the Tenants for the following:

Item	Cost
Mailbox lock	\$35.63
Fridge and Freezer handles	\$115.00
Replace patio screen	\$115.00
Cost to move and store personal items	\$433.50
Cleaning	\$460.00
Wall repair	\$230.00
Painting after wall repair	\$506.00
Painting the Unit ceiling	\$299.00
Paint the bathroom ceiling	\$138.00
Damaged light switch repair	\$212.75
Damaged light fixture repair	\$62.93
Estimate for the disposal of personal items	\$290.00
Total	\$2,897.81

[28] 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.*”

[29] I find that the Landlord has provided sufficient evidence to establish that the Tenants left the Unit below the standard of reasonably clean and that there was damage beyond reasonable wear and tear when they moved out of the Unit.

[30] I find that the Landlord's claims for cleaning and repairs, totalling \$2,897.81, in the First Application are allowed.

C. Can the Landlord dispose of the Tenants' Personal Property?

[31] The Representative stated the Tenants vacated the Unit on June 1, 2025, and left items in the Unit. The Representative messaged the Tenants and asked them to retrieve their personal property (“Personal Property”) listed in the Inventory; however, the Tenants did not reply and have not retrieved their Personal Property.

[32] The Landlord has securely stored the Personal Property since the Tenants vacated. The Tenants have not paid the Landlord any storage fees for the Personal Property.

[33] Subsections 43(1) and (7) of the Act state:

(1) A tenant is not entitled to leave the tenant's personal property in the rental unit after the tenancy agreement is terminated.

(7) The Director may, on application by a landlord under section 75, authorize the landlord to dispose of personal property referred to in subsection (2) prior to the end of the applicable storage period required under subsection (4) where the Director believes on reasonable grounds that

(a) the personal property has no monetary value;

(b) the cost of removing, storing or selling the personal property would be more than the proceeds of the sale; or

(c) the storage of the personal property would be unsanitary or unsafe.

[34] I have reviewed the Inventory, photographs, documents, and testimony provided by the Representative. I find that the Personal Property has no monetary value, and the cost of removing, storing, or selling the Personal Property would be more than the sale proceeds.

- [35] As a result, the Landlord's request in the First Application for disposal of the Personal Property in the Inventory is valid. The Landlord may dispose of the Personal Property contained in the Inventory through the solid waste disposal system on or after the timeline below.

CONCLUSION

- [36] The Tenants owe the Landlord rent for June 2025, plus a \$25.00 NSF charge, totalling \$1,734.15.
- [37] The Tenants will compensate the Landlord \$2,897.81 for cleaning and repairs.
- [38] The Landlord will keep the Tenants' security deposit of \$1,678.00, including interest of \$104.99, totalling \$1,782.99.
- [39] The amounts are offset, and the Tenants will pay the Landlord \$2,848.97 by the timeline below.
- [40] The Landlord may dispose of the Personal Property in the Inventory through the solid waste disposal system on or after the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,782.99.
2. The Tenants will pay the Landlord \$2,848.97 by September 2, 2025.
3. The Landlord may dispose of the Personal Property in the Inventory through the solid waste disposal system on or after September 2, 2025.

DATED at Charlottetown, Prince Edward Island, this 8th 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.