

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord wants to keep the Tenant's security deposit, plus additional compensation for repairs, cleaning, painting, accommodations, lost rental income, travel, loss of income and court filing fees. The Landlord's claims total \$21,646.71.

## DISPOSITION

- [3] For the reasons below, I find that the Landlord has established their claims in the total amount of \$1,749.02.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$914.59. The Tenant must pay the Landlord additional compensation in the amount of \$834.43 by the timeline below.

## BACKGROUND

- [5] The Unit is a bedroom with shared bathroom and kitchen facilities. The Unit includes one of three bedrooms on the first floor of a building. The other two rooms are available for Airbnb rentals. The Landlord lives on the second floor of the building and has separate bathroom and kitchen facilities.
- [6] Around December 15, 2024 the Tenant moved into the Unit as an Airbnb guest.
- [7] On December 17, 2024 the parties entered into a written, three-month fixed-term tenancy agreement for the Unit for the period of December 17, 2024 to March 16, 2025. A security deposit of \$900.00 was paid on December 19, 2024. Rent in the amount of \$900.00 was due on the first day of the month.
- [8] The parties had two prior Rental Office proceedings.
- [9] On February 5, 2025 the Rental Office issued Order LD25-037, which allowed the tenancy to continue and dismissed the Landlord's eviction notice.
- [10] On March 24, 2025 the Rental Office issued Orders LD25-111 and LD25-112, which ended the tenancy effective 5:00 p.m. on March 31, 2025 and ordered the Tenant to pay the Landlord \$1,800.00 for February and March 2025 rent.
- [11] On April 1, 2025 Sheriff Services removed the Tenant from the Unit and the tenancy ended.
- [12] On May 16, 2025 the Landlord's representative ("Representative") filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking to keep the Tenant's security deposit, including interest and additional compensation.
- [13] On June 19, 2025 the Rental Office provided the parties notice of a teleconference hearing scheduled for August 12, 2025 along with a copy of the Application.
- [14] On August 7, 2025 the Rental Office provided the parties a 51-page PDF evidence package.
- [15] On August 12, 2025 the Representative joined the teleconference for determination of the Application. I telephoned the Tenant by I was unable to speak with the Tenant. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time.

**ISSUE**

- A. Has the Landlord established claims against the Tenant for repairs, cleaning, painting, accommodations, lost income, travel, loss of income and court filing fees?

**ANALYSIS**

- [16] In this case the Landlord has the onus to prove, on the civil standard of the balance of probabilities, all of their claims against the Tenant.
- [17] The Landlord seeks compensation against the Tenant, in the total amount of \$21,646.71. The individual claims are as follows:

Item	Amount
Repairs to locks and washer machine	\$1,069.50
Accommodation for 12-nights away from residential property	\$1,470.81
Per diem (2 people; 12 nights, based on CRA 2024)	\$1,553.40
Cleaning and repainting the Unit	\$600.00
Lost rental income (68 days plus 6 days plus 20 days)	\$4,700.00
Landlord's husband's international flight (two-way)	\$3,918.00
Landlord's husband's lost income for March 2025	\$8,000.00
IRAC filing fee	\$150.00
Supreme Court filing fee	\$50.00
Sheriff Services fees	\$135.00
Total	\$21,646.71

**Repairs**

- [18] The Landlord is seeking \$1,069.50 for compensation regarding having to repair the Unit.
- [19] The undisputed evidence establishes that the Tenant caused damage to the Unit and the shared facilities beyond reasonable wear and tear. The Landlord provided three invoices from Stanna Inc. The first invoice is for \$402.50, to repair the basement kitchen cabinet, damaged door lock, back door lock and replacement of two door locks. The second invoice is for \$322.00, to repair the bathroom door lock and repair the washing machine, dryer and downstairs bathroom shower unit. The third invoice is for \$345.00, to repair the surface patching of interior wall damage.
- [20] I find that the Landlord has established a valid claim against the Tenant for repairs, in the amount of \$1,069.50.

**Accommodations & per diem**

- [21] The Landlord is seeking \$1,470.81 for living accommodations for 12-nights and \$1,553.40 for meals, for two people per diem.
- [22] The Representative stated that the Landlord felt unsafe after an incident on February 21, 2025. The Representative stated that the Landlord and her son left the residential property and lived in alternative living arrangements for 12-nights.
- [23] The Representative stated that the police were called on numerous occasions; however, no charges were laid against the Tenant.

- [24] The Landlord provided receipts of the costs associated with living for 12-nights at the various locations.
- [25] The Representative stated that the Landlord is also seeking per diem for meals, based upon the CRA 2024 stats.
- [26] I find that the Landlord has provided insufficient evidence to establish their claim against the Tenant for compensation for alternative living accommodations and per diem for 12-nights. The evidence provided is not direct, objective nor compelling enough to establish her claim that it was necessary to seek alternate living accommodations due to safety concerns against the Tenant.

**Cleaning & painting the Unit**

- [27] The Landlord is seeking \$600.00 in compensation against the Tenant for cleaning and repainting the Unit.
- [28] The Representative stated that the Unit was unclean and required a repainting. The Representative stated that there were no photographs or receipts provided into evidence.
- [29] I find that the Landlord has provided insufficient evidence to establish their claim against the Tenant for cleaning and painting the Unit.

**Lost rental income**

- [30] The Landlord is seeking \$4,700.00 in lost rental income.
- [31] The Representative stated that the actions and the behaviour of the Tenant prevented the other rooms from being rented out. Further, the Tenant only paid one month's rent along with the security deposit.
- [32] The Representative stated that he was unsure about the 68 days lost rental income and did not have further details about this claim.
- [33] The Representative stated that around March 10, 2025, Airbnb contacted another occupant of one of the other rooms in the basement and ordered her to move out for personal safety. The Landlord is seeking 6-days lost rental income from the Tenant.
- [34] The Representative stated that the Landlord is seeking 20-days lost rental income because the Tenant only paid one month's rent (December 15 to January 15). The Representative stated that the rent owing claim award in LD25-111 was for February and March 2025. However, the Tenant still would owe January 16-31, 2025 arrears, along with April 1 to 5, 2025 because it took that long for the Unit to be move-in ready.
- [35] I find that the evidence establishes a valid claim in the amount of \$494.52, calculated as follows:

January 16-31, 2025 (16 days divided by 31 days multiplied by \$900.00):	\$464.52
<u>April 1, 2025 (1 day divided by 30 days multiplied by \$900.00):</u>	<u>\$30.00</u>
Total:	\$494.52

- [36] I find that the Landlord provided insufficient evidence to establish a claim against the Tenant for rent owing for the 68 days (December 17 to February 23), and provided insufficient evidence to establish rent owing for 6 days (March 10 to March 16). Further, I find that the tenancy ended on March 31, 2025, however, the Tenant occupied the Unit until April 1, 2025. I find that the Landlord is entitled to one day of rent for April 2025.

**Travel expenses & income loss**

- [37] The Landlord is seeking compensation for her husband's travel expenses and lost income, in the total amount of \$11,918.00.
- [38] The Representative stated that after the February 21, 2025 incident and the police visits to the Unit, the Landlord's husband returned to Canada from working overseas. The Landlord's husband was in Canada for approximately six weeks.
- [39] The Landlord submitted the receipts for the international flight.
- [40] The Representative stated that the estimated gross loss of income was \$8,000.00.
- [41] I find that the Landlord's claims are beyond the Rental Office's jurisdiction (authority). I find that my remedial powers (or ability to award a party a remedy) is limited to section 85 of the *Act*. Such claims are beyond the scope of section 85 of the *Act*. These claims are denied.

**IRAC filing fee, Court fee and Sheriff fee**

- [42] The Landlord is seeking compensation against the Tenant for IRAC filing fees, in the amount of \$150.00, court filing fees, in the amount of \$50.00 and Sheriff Services fees, in the amount of \$135.00.
- [43] The Representative stated that he thought IRAC and the Rental Office had filing fees for submitting applications. The Landlord did not submit any receipts or invoices from IRAC or the Rental Office.
- [44] The Landlord submitted receipts from the Supreme Court of Prince Edward Island and Sheriff Services.
- [45] I find that the Landlord has provided insufficient evidence to establish her claim for IRAC filing fees. The Island Regulatory and Appeals Commission and the Rental Office do not charge parties for filing rental dispute applications or rental dispute appeals.
- [46] However, I find that the Landlord has provided sufficient evidence to establish her claims for the \$50.00 court filing fee and the \$135.00 Sheriff Services fee. These claims are allowed.

**Intentional infliction of physical and psychological harm / loss of enjoyment**

- [47] The Landlord is seeking compensation for damages in the undisclosed amount for what is essentially "pain and suffering."
- [48] For the same reasons detailed in the travel expenses and loss of income analysis, the Rental Office does not have the jurisdiction (authority) to award a party damages for pain and suffering.
- [49] With regard to the loss of enjoyment aspect of the Landlord's claim, I find that the Landlord has not provided sufficient direct and objective evidence to establish this claim.

**Security Deposit**

- [50] The Landlord is seeking to keep the Tenant's security deposit, including interest.
- [51] I find that the Landlord has established claims against the Tenant, in the total amount of \$1,749.02.
- [52] The Landlord was entitled to keep the Tenant's security deposit and was exempted from having to file an application with the Rental Office under subsection 40(2) of the *Act*. However, for the purpose of clarity, I award the Landlord the full amount of the security deposit, including interest and offset that amount against this monetary award.

**CONCLUSION**

[53] The Application is allowed in part.

[54] The Landlord has established a total claim of \$1,749.02, calculated as follows:

Item	Amount
Repairs to locks and washer machine	\$1,069.50
Lost rental income (17 days)	\$494.52
Supreme Court filing fee	\$50.00
Sheriff Services fees	\$135.00
Total	\$1,749.02

[55] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$914.59. The Tenant must pay the Landlord \$834.43 by September 15, 2025.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$914.59.
2. The Tenant must pay the Landlord \$834.43 by September 15, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 13th 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.