

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 claims against the Tenants for rent owing and cleaning, in the amount of \$1,384.46.

DISPOSITION

- [3] I find that the Landlord has established, on a balance of probabilities, a claim for \$1,384.46.
- [4] The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$428.13. The Tenants will pay the Landlord additional compensation in the amount of \$956.33 by the timeline below.

BACKGROUND

- [5] The Unit is a motel suite in a 22-unit building (the "Residential Property") that the Landlord has managed since January 14, 2023.
- [6] The Tenants entered into a tenancy agreement for the Unit. On July 8, 2020 the Tenants paid a security deposit of \$400.00. At the end of the tenancy, rent in the amount of \$1,159.06 was due on the first day of the month. The tenancy was month-to-month.
- [7] On April 23, 2025 the Tenants notified the Landlord in writing that they would be moving out of the Unit on May 1, 2025.
- [8] On May 8, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the security deposit and additional compensation.
- [9] On June 25, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for August 14, 2025, along with a copy of the Application.
- [10] On August 5 and 13, 2025 the Rental Office emailed the parties a 33-page evidence package, which included an updated notice of hearing.
- [11] On August 14, 2025 the Landlord's representative (the "Representative") joined the teleconference hearing for determination of the Application. I emailed the Tenants an additional copy of the evidence package, which included the updated notice of hearing. The hearing proceeded in the Tenants' absence ten minutes after the scheduled time. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Do the Tenants owe rent and cleaning expenses to the Landlord?

ANALYSIS

- [12] The Tenants' notice on April 23, 2025 only ended the tenancy effective May 31, 2025.
- [13] 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; and

(b) is the day before the day that rent is payable under the tenancy agreement.

- [14] Therefore, the Tenants' notice did not stop the Tenants from being responsible for May 2025 rent.
- [15] The Representative provided evidence regarding the Landlord's efforts to re-rent the Unit. The Landlord was able to re-rent the Unit for June 1, 2025 and the Landlord received no May 2025 income for the Unit. Based upon the evidence presented, I find that the Landlord engaged in sufficient mitigation efforts.
- [16] The Tenants' email in the evidence package asserts issues regarding the Residential Property. However, the Tenants did not submit detailed evidence or participate in the teleconference hearing to provide testimony. I find that insufficient evidence has been presented by the Tenants to support earlier termination of the tenancy.
- [17] I find that the Landlord's evidence establishes that the Tenants are responsible for May 2025 rent, in the amount of \$1,159.06.
- [18] The Landlord provided evidence regarding the condition of the Unit and the cleaning required. In the circumstances of this specific case, I find that the Landlord has established, on a balance of probabilities, a claim for \$225.40 in cleaning costs. In particular, the Tenants did not participate in this proceeding to dispute the Landlord's cleaning claim. I note that the Tenants' email in the evidence package did not discuss the Landlord's cleaning claim. Further, the Landlord is claiming for only four of six hours of cleaning required for the Unit.
- [19] Based upon the evidence presented, the Landlord has established claims totaling \$1,384.46.
- [20] The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$428.13. The Tenants must pay the Landlord additional compensation in the amount of \$956.33 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$428.13.
2. The Tenants must also pay the Landlord \$956.33 by September 15, 2025.

DATED at Charlottetown, Prince Edward Island, this 14th day of August, 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.