

**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, to keep the Tenant’s security deposit, and additional compensation for cleaning and repairs for a total claim of \$1,365.46.
- [3] The Landlord seeks to dispose of the Tenant’s personal property.

**DISPOSITION**

- [4] The Landlord has established a rent owing claim of \$925.00.
- [5] The Landlord has established a compensation claim of \$1,397.74 for cleaning and repairs.
- [6] The Landlord will keep the Tenant’s security deposit, including interest, of \$957.28.
- [7] The Tenant will pay the Landlord \$1,365.46 by the timeline below.
- [8] The Landlord may dispose of the Tenant’s personal property by the timeline below.

**BACKGROUND**

- [9] The Unit is an apartment in a multi-unit building.
- [10] The parties entered into a written fixed-term tenancy agreement for the Unit, effective from March 1, 2024, to February 28, 2025. The tenancy then continued on a month-to-month basis. Rent of \$925.00 was due on the first day of the month, and a security deposit of \$925.00 was paid on February 29, 2024.
- [11] On April 2, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 2, 2025 (the “Notice”) for engaging in illegal activity on the property.
- [12] On April 14, 2025, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking rent owing, to keep the security deposit, and compensation for cleaning and repairs.
- [13] On June 12, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for August 5, 2025.
- [14] On July 31, 2025, the Rental Office emailed a 55-page PDF evidence package to the parties.
- [15] On August 5, 2025, the Landlord’s representative (the “Representative”) called into the teleconference hearing. I telephoned the Tenant, but there was no answer. I was unable to leave a voicemail.
- [16] The hearing proceeded in the Tenant’s 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.
- [17] On August 5, 2025, after the hearing, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Disposal Application”) with the Rental Office seeking to dispose of the Tenant’s personal property (the “Personal Property”). The Landlord submitted an Inventory with the Disposal Application.

- [18] On August 12, 2025, the Rental Office emailed the parties notice of a paper-based hearing scheduled for August 21, 2025, to determine the Disposal Application. Neither party submitted any additional evidence for the paper-based hearing.

## ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Must the Tenant compensate the Landlord for cleaning and repairs?
- C. Can the Landlord dispose of the Tenant's personal property?

## ANALYSIS

### A. Does the Tenant owe the Landlord rent?

- [19] The Representative's evidence is as follows.
- [20] On March 29, 2025, the Tenant sent the Landlord an email stating that he was planning to move out of the Unit in April 2025. The Tenant did not pay rent on April 1, 2025.
- [21] On April 2, 2025, a different Landlord representative attended the Unit due to a smoking complaint. The representative noted the smell of cigarette smoke and observed what appeared to be illegal drugs in the Unit. The representative found the Unit in disarray, with the smoke detector removed. There were individuals in the Unit who were not on the tenancy agreement.
- [22] On April 2, 2025, the Landlord served the Tenant with the Notice. The Tenant replied that he had already moved out of the Unit and was unsure who the individuals in the Unit were. He stated that he had allowed his mother to stay at the Unit for a few days, but she had not been staying there recently.
- [23] On April 4, 2025, the Landlord regained possession of the Unit, and on May 1, 2025, the Unit was re-rented.
- [24] Subsection 55(2) of the Act states:
- (2) 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.*
- [25] I find that the Landlord has provided sufficient evidence to establish that the Tenant failed to provide proper notice to end the tenancy agreement under subsection 55(2) of the Act.
- [26] I further 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.
- [27] I find that the Tenant owes the Landlord \$925.00 in rent for April 2025.

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

[28] The Representative's evidence is as follows.

[29] On April 4, 2025, the Landlord regained possession of the Unit and completed a move-out inspection. The Landlord's claims are as follows:

Item	Cost
Garbage Removal and Item Storage	\$759.00
Cleaning	\$506.00
Dump Fees	\$33.05
Garbage Removal Supplies	\$48.03
New locks and keys	\$51.66
Total	\$1,397.74

[30] It took the Landlord 12 hours at \$55.00 per hour plus HST, totalling \$759.00, to procure protective equipment due to needles in the Unit, to change the keys and locks, to remove and dispose of garbage, and to remove and store the Tenant's Personal Property.

[31] It took the Landlord 8 hours at \$55.00 per hour, plus HST, totalling \$506.00, to clean the Unit after the items had been removed from the Unit. There was mould in the Unit's bathroom, and the general cleanliness of the Unit was poor.

[32] The Landlord had to pay for garbage disposal, purchase garbage removal supplies, and buy new locks and keys for the Unit.

[33] The Landlord submitted photographs of the Unit and an inspection report from after the Tenant moved out. The Landlord also submitted invoices and receipts for the cleaning and repair expenses.

[34] 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.*"

[35] I find that the Landlord has provided sufficient evidence to establish that the Tenant left the Unit below the standard of reasonably clean, left personal items in the Unit, and failed to return the keys to the Unit.

[36] The Tenant must compensate the Landlord \$1,397.74 for cleaning and repairs.

**C. Can the Landlord dispose of the Tenant's Personal Property?**

[37] The Representative's evidence is as follows.

[38] The Tenant vacated the Unit and left Personal Property in the Unit. The Representative messaged the Tenant and asked him to retrieve his Personal Property; however, the Tenant did not reply and has not retrieved his Personal Property.

[39] The Landlord has securely stored the Personal Property since the Tenant vacated. The Tenant has not paid the Landlord any storage fees for the Personal Property.

[40] 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.*

- [41] I have reviewed the Inventory, photographs, documents, and testimony provided by the Representative. I find that the cost of removing, storing, or selling the Personal Property would be more than the sale proceeds.
- [42] As a result, the Disposal Application for the 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**

- [43] The Tenant owes the Landlord \$925.00 in rent for April 2025.
- [44] The Landlord has established a compensation claim of \$1,397.74 for cleaning and repairs.
- [45] The Landlord will keep the Tenant's security deposit, including interest, totalling \$957.28.
- [46] The Tenant will pay the Landlord \$1,365.46 by the timeline below.
- [47] 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 Tenant's security deposit, including interest, of \$957.28.
2. The Tenant will pay the Landlord \$1,365.46 by September 22, 2025.
3. The Landlord may dispose of the Personal Property in the Inventory through the solid waste disposal system on or after September 11, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 22nd day of August, 2025

(sgd.) Mitch King

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**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.