

**INTRODUCTION**

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord claims against the Tenants for rent owing, an unpaid electricity bill, cleaning, damages and cockroach treatment, in the total amount of \$5,736.28.

**DISPOSITION**

- [3] I find that the Landlord has established, on a balance of probabilities, a claim for \$4,646.28.
- [4] The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,714.59. The Tenants will pay the Landlord additional compensation in the amount of \$2,931.69 by the timeline below.

**BACKGROUND**

- [5] The Unit is a three-bedroom, one-bathroom lower-level apartment in a triplex.
- [6] In late December 2023 the Tenants paid a \$1,650.00 security deposit.
- [7] On January 1, 2024 the parties entered into a written, rental agreement for the Unit. Rent in the amount of \$1,650.00 was due on the first day of the month. Electricity was not an included service in the rental agreement. The rental agreement did not have an end date and was on a monthly basis.
- [8] On September 6, 2024 the Landlord's representative served the Tenants a *Form 4(A) Eviction Notice* ("Notice") dated August 30, 2024 and effective September 20, 2024 for non-payment of rent, repeatedly late paying rent, damage and not repairing the Unit.
- [9] I note that the vacate date is automatically corrected to September 26, 2024 under section 54 of the *Act* to comply with the minimum notice period in subsection 60(3).
- [10] The Tenants vacated the Unit on or around September 30, 2024.
- [11] On October 15, 2024 the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking to retain the Tenants' security deposit and additional compensation.
- [12] On November 13, 2024 the Rental office emailed the parties notice of a teleconference hearing scheduled for December 12, 2024.
- [13] On December 11, 2024 an evidence package emailed to the parties via TitanFile.
- [14] On December 12, 2024 the teleconference hearing was adjourned because the Landlord did not have any representatives participate.
- [15] On January 14, 2025 the Rental Office emailed the parties a new notice of a teleconference hearing scheduled for February 27, 2025.
- [16] On February 14, 2025 the Rental Office emailed the parties a 27-page revised evidence package.
- [17] On February 27, 2025 the teleconference hearing was adjourned for a second time at the Tenants' request.

- [18] On May 5, 2025 the Rental Office emailed the parties a new notice of a teleconference hearing scheduled for May 20, 2025.
- [19] On May 20, 2025 the teleconference hearing was adjourned for a third time because neither party joined the teleconference hearing.
- [20] On June 6, 2025 the Rental Office emailed the parties notice of a paper based hearing along with questions to answer.
- [21] On July 30, 2025 the Rental Office emailed the parties a 6-page PDF document, which was the Landlord's response evidence to the questions asked. The Tenants did not submit any response evidence.
- [22] On August 25, 2025 the Rental Office emailed the parties a 32-page PDF document, which included missing documents from the Landlord's evidence.
- [23] On August 29, 2025 this Order was issued to the parties.

### ISSUE

- A. Do the Tenants owe rent, utilities, cleaning, damage and cockroach treatment expenses to the Landlord?

### ANALYSIS

- [24] 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 Tenants.
- [25] The Landlord seeks compensation against the Tenants, in the total amount of \$5,672.50. The individual claims are as follows:

| Item                   | Amount     |
|------------------------|------------|
| September 2024 rent    | \$1,650.00 |
| Maritime Electric bill | \$63.78    |
| Cleaning               | \$1,960.00 |
| Damage                 | \$1,200.00 |
| Cockroach treatment    | \$862.50   |
| Total                  | \$5,736.28 |

- [26] Clause 39(2)(a) of the *Act* outlines a tenant's obligations at the end of a tenancy, stating:

*When a tenant vacates a rental unit, the tenant shall*

- (a) *leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear; and*

- [27] For the reasons below, I find that the Landlord has established valid claims against the Tenant for a total amount of \$4,646.28.

**September 2024 rent**

- [28] The evidence establishes that the Tenants did not pay September's rent, despite not vacating the Unit until the end of September 2024. The Landlord served the Tenants the Notice which ended the tenancy on September 26, 2024. However, the Landlord's evidence is that the Tenants vacated after the effective date of the Notice.
- [29] The evidence establishes that the Tenants owe the Landlord September 2024 rent, in the amount of \$1,650.00. This claim is allowed.

**Maritime Electric bill**

- [30] The evidence establishes that electricity was the responsibility of the Tenants under the tenancy agreement. The evidence establishes that the Tenants owe the Landlord \$63.78 for an unpaid electricity bill. This claim is allowed.

**Cleaning**

- [31] The evidence establishes that the Tenants vacated the Unit leaving it in a condition below the standard of reasonably clean.
- [32] The Landlord is seeking \$1,960.00 in cleaning expenses (\$40.00/hr. multiplied by 49 hours).
- [33] I find that the evidence establishes that 49 hours is a reasonable amount of time to bring the Unit back to a reasonably clean condition. However, I adjust the hourly rate to \$30.00/hr. This claim is allowed, in the amount of \$1,470.00 (\$30.00/hr. multiplied by 49 hours).

**Damage**

- [34] The evidence establishes that the Tenants left the Unit in a damaged condition, which was not reasonable wear and tear.
- [35] The Landlord is seeking \$1,200.00 in expenses due to damage to furniture in the Unit. I find that this claim is valid, in the total amount of \$600.00 (or 50% of the claim).
- [36] The Island Regulatory and Appeals Commission ("Commission") in Order LR24-06 applied the principle of betterment when taking into account depreciation in determining the amount to be awarded to a landlord for damage caused by a tenant. The Commission noted that a party should not be put in a better position than they would have been had the damage not occurred.
- [37] In this case, I have also factored in the principle of betterment when determining the quantum to award this claim. I further note that the Landlord's evidence stated that floor damage was also caused by the Tenants. However, I do not find that there is sufficient evidence to establish or quantify the damage to the floors. This claim is denied.

**Cockroach treatment**

- [38] The evidence establishes that the Unit required cockroach treatment due to garbage left by the Tenants in the Unit's basement.
- [39] The Landlord submitted an invoice for \$862.50. This claim is valid.

**CONCLUSION**

- [40] The Application is allowed, in part. The Landlord has established valid claims against the Tenants, in the total amount of \$4,646.28.
- [41] The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,714.59.
- [42] The Tenants must pay the Landlord the balance owing of \$2,931.69, calculated as follows:

| Item                             | Amount            |
|----------------------------------|-------------------|
| September 2024 rent              | \$1,650.00        |
| Maritime Electric                | \$63.78           |
| Cleaning                         | \$1,470.00        |
| Damage                           | \$600.00          |
| Cockroach treatment              | \$862.50          |
| Total                            | \$4,646.28        |
| Less Security Deposit + Interest | (\$1,714.59)      |
| <b>Balance</b>                   | <b>\$2,931.69</b> |

**Tenancy Agreement – Proper Form**

- [43] I note that the tenancy agreement mentioned clauses under the *Rental of Residential Property Act* which is the former rental law. The tenancy agreement used was missing some required information, such as the previous rent charged and the included services for the former tenant, which is **mandatory** under the *Act*. This information must be included in every written tenancy agreement.
- [44] Subsection 11(1) and (2) of the *Act* require the tenancy agreement be in writing and have the formal requirements listed in subsection 11(2) of the *Act*. The Rental Office's *Form 1 – Standard Form of Tenancy Agreement* can be found on the Rental Office's website.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,714.59.
2. The Tenants will pay the Landlord the amount of \$2,931.69 by October 1, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 29th 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.