

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 Tenant for rent owing, in the amount of \$3,000.00. The Landlord also seeks to keep the Tenant’s security deposit, including interest and to dispose of the Tenant’s personal property.

DISPOSITION

- [3] I find that the Landlord has established a rent owing claim of \$3,000.00.
- [4] The Landlord will keep the Tenant’s security deposit, including interest, in the amount of \$306.71.
- [5] The Tenant will pay the Landlord \$2,693.29 by the timeline below.
- [6] The Landlord may dispose of the Tenant’s personal property by the timeline below.

BACKGROUND

- [7] The Unit is a two-bedroom, one-bathroom, half of a side-by-side duplex.
- [8] On October 12, 2024 the parties entered into a written, fixed-term tenancy agreement for the period of October 15, 2024 to September 30, 2025. Rent in the amount of \$1,000.00 was due on the first day of the month. A \$500.00 security deposit was required; however, only \$300.00 was paid on October 12, 2024.
- [9] On May 22, 2025 the Landlord served the Tenant a *Form 4(A) Eviction Notice* with an effective date of June 10, 2025 for non-payment of rent.
- [10] On June 12, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (“Application”) with the Rental Office seeking rent owing and vacant possession of the Unit.
- [11] On July 21, 2025 the Landlord amended the Application to withdraw the request for vacant possession and also claims to keep the security deposit and to dispose of the Tenant’s personal property.
- [12] On August 20, 2025 the Rental Office mailed the parties notice of a teleconference hearing, scheduled for September 11, 2025. The Landlord also text messaged the notice of hearing to the Tenant.
- [13] On September 4, 2025 the Rental Office contacted the Tenant by telephone. The Tenant provided an email address and was reminded of the teleconference hearing details. The Tenant also stated that he did not want the personal property left in the Unit.
- [14] On September 5, 2025 the Rental Office provided the parties a 45-page evidence package.
- [15] On September 11, 2025 the Landlord and the Landlord’s witness joined the teleconference hearing for determination of the Application. I telephoned the Tenant and left a voicemail message with the teleconference details. I also emailed the Tenant the teleconference details. The hearing proceeded in the Tenant’s absence ten minutes after the scheduled time. The Landlord confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUES

- A. Does the Tenant owe rent to the Landlord? Can the Landlord keep the Tenant's security deposit?
- B. Can the Landlord dispose of the Tenant's personal property?

ANALYSIS

- [16] The Landlord is seeking compensation against the Tenant for rent owing, in the total amount of \$3,000.00.
- [17] The Landlord stated that he served the Tenant with an eviction notice for non-payment of May's rent. The Landlord stated that he contacted the Tenant about May's rent, however, the Tenant did not respond.
- [18] The Landlord stated that the Tenant also did not pay June or July's rent.
- [19] The Landlord stated that he does not know the exact date that the Tenant vacated the Unit.
- [20] The Landlord stated that sometime in July 2025, he took back possession of the Unit. The Landlord stated that the Unit was unclean and required cleaning. The Landlord stated that the Tenant left numerous personal items in the Unit. The Landlord stated that he stored the Tenant's personal property in the Unit and at his own residence.
- [21] The Landlord stated that he re-rented the Unit for August 1, 2025.

Determination

- [22] I find that the undisputed Landlord evidence establishes that the Tenant did not pay rent since May 2025. The Tenant vacated the Unit sometime in July 2025. I am satisfied that the Landlord mitigated his losses by finding a new tenant for August 1, 2025.
- [23] The evidence establishes that the Tenant owes the Landlord \$3,000.00 for outstanding rent for May 2025 (\$1,000.00), June 2025 (\$1,000.00) and July 2025 (\$1,000.00).
- [24] Further, I find that the evidence establishes that the Tenant left behind personal property. I note that on September 4, 2025 the Tenant stated to the Rental Office that he did not want the property left at the Unit.

Tenancy Agreement – Proper Form

- [25] I note that the tenancy agreement is not on the proper Form. The tenancy agreement is also missing some required information, such as the previous rent charged for the former tenant, which is **mandatory** under the *Act*. This information must be included in every written tenancy agreement.
- [26] Subsections 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.

Pre-Tenancy & Post-Tenancy Inspection Reports

- [27] I note that the Landlord did not complete a pre-tenancy or a post-tenancy inspection report. Sections 18 and 38 of the *Act* requires a landlord and tenant to inspect the condition of a rental unit at the beginning and at the end of a tenancy. The parties are to complete and sign a *Form 5 – Landlord Condition Inspection Report* (found on the Rental Office's website).

[28] In Order LR25-12, the Island Regulatory and Appeals Commission commented on the benefit of such inspection reports and stated (paragraph 34):

“These requirements are in place to protect both landlords and tenants and to provide the Rental Office and the Commission with the best possible evidence of the condition of a rental unit at the start and at the end of the tenancy. A deterioration in the condition of the unit during the tenancy will then be more clearly apparent.”

CONCLUSION

[29] The Application is allowed. The Landlord has established a valid claim against the Tenant, in the amount of \$3,000.00.

[30] The Landlord will keep the Tenant’s security deposit, including interest, in the amount of \$306.71.

[31] The Tenant must pay the Landlord the balance owing of \$2,693.29 by the timeline below.

[32] The Landlord may dispose of the Tenant’s personal property by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant’s security deposit, including interest, in the amount of \$306.71.
2. The Tenant will pay the Landlord the amount of \$2,693.29 by October 10, 2025.
3. The Landlord may dispose of the Tenant’s personal property on or after September 13, 2025.

DATED at Charlottetown, Prince Edward Island, this 11th day of September, 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.