

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 claims against the Tenant for damage, cleaning, pro-rated rent and storage fees, in the amount of \$3,287.08. The Landlord also seeks an order to dispose of the Tenant's personal property.
- [3] The Landlord's claim against the Tenant was amended to include Court and Sheriff Services fees, in the amount of \$105.00.

DISPOSITION

- [4] The Tenant will pay the Landlord \$2,016.95 by the timeline below.
- [5] The Landlord may dispose of the Tenant's personal property by the timeline below.

BACKGROUND

- [6] The Unit is a one-bedroom, one-bathroom basement unit in a single-family dwelling, owned by the Landlord (the "Residential Property"). The Landlord occupies the main-level of the Residential Property.
- [7] On January 4, 2025 the parties signed a written, fixed-term tenancy agreement for the period of January 5, 2025 to April 30, 2025 (the "Tenancy Agreement"). Rent in the amount of \$1,450.00 was due on the first day of the month. A security deposit of \$1,100.00 was paid. Services and facilities included were utilities, appliances, parking, and some furniture, including two twin size mattresses.
- [8] The parties had a prior Rental Office proceeding.
- [9] On June 24, 2025 the Rental Office issued Order LD25-227 and LD25-228, which ended the tenancy effective 5:00 p.m. on July 2, 2025, allowed the Landlord to keep the Tenant's security deposit, including interest, and ordered the Tenant to pay the Landlord \$3,283.89 for rent owing up to July 1, 2025.
- [10] A copy of the Tenancy Agreement was not included in the Landlord's evidence. However, a copy of the Tenancy Agreement was included in the previous Rental Office's proceedings.
- [11] On July 4, 2025 Sheriff Services removed the Tenant from the Unit and the tenancy ended.
- [12] On July 9, 2025 the Landlord filed the first *Form 2(B) Landlord Application to Determine Dispute* ("Money Application") with the Rental Office seeking compensation for damage, cleaning, pro-rated rent for July 2025 and storage fees.
- [13] On July 11, 2025 the Landlord filed the second *Form 2(B) Landlord Application to Determine Dispute* ("Disposal Application") with the Rental Office seeking to dispose of the Tenant's personal property. Included in the particulars of the Disposal Application was an inventory list of the Tenant's personal property.
- [14] Collectively, the Money Application and the Disposal Application are referred to as the "Applications."
- [15] On August 12, 2025 the Rental Office provided the parties with notice of a teleconference hearing scheduled for September 16, 2025, along with copies of the Applications.

- [16] On September 10, 2025 the Rental Office emailed the parties a 44-page evidence package.
- [17] On September 16, 2025 the Landlord joined the teleconference hearing for determination of the Applications. I telephoned the Tenant, however, the phone number was disconnected. I emailed the Tenant the teleconference details and a copy of the evidence package. 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.
- [18] During the hearing I allowed the Landlord to amend the Money Application to include a claim against the Tenant for Court and Sheriff Services fees as it relates to the eviction on July 4, 2025, in the amount of \$105.00 (see clause 80(3)(f) of the Act).

ISSUES

- A. Has the Landlord established claims against the Tenant for damage, cleaning, rent owing, storage fees, Court and Sheriff Services fees?
- B. Can the Landlord dispose of the Tenant's personal property?

ANALYSIS

- A. **Has the Landlord established claims against the Tenant for damage, cleaning, rent owing, storage fees, Court and Sheriff Services fees?**

Determination of Issue A.

- [19] The Landlord has the onus to prove, on a civil standard of the balance of probabilities, each of their claims against the Tenant. The Landlord is seeking compensation in the total amount of \$3,392.08.
- [20] For the reasons below, I find that the Landlord has established valid claims against the Tenant, in the amount of \$2,016.95

Damage

- [21] The Landlord is seeking \$1,150.00 in compensation for damage to the Unit and the Landlord's furniture caused by the Tenant.
- [22] 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.*

- [23] The Landlord submitted photographs of the Unit after the Tenant vacated into evidence.
- [24] The Landlord's damage claims include:

- | | |
|----------------------------------|-----------------|
| 1. Two twin sized mattresses: | \$350.00 |
| 2. Two mattress protectors: | \$50.00 |
| 3. Curtain Rod & Drywall: | \$350.00 |
| 4. Living room window screen: | \$250.00 |
| 5. <u>Bedroom window screen:</u> | <u>\$150.00</u> |
| Total: \$1,150.00 | |

- [25] The Landlord stated that the two mattresses were purchased in 2023 and the two protectors for the mattresses were purchased in 2024. The Landlord stated that he provided his new tenants with his own mattresses from his spare bedroom.
- [26] The Landlord stated that there was damage to the Unit's drywall from the curtain rod being broken. The Landlord stated that the drywall was repaired and the curtain rod replaced. The Landlord stated that the bedroom and living room window screens were also damaged and required replacement.
- [27] I find that the Landlord's evidence establishes on a balance of probabilities that the Tenant damaged the Unit and the Landlord's furniture which is beyond reasonable wear and tear.
- [28] The Landlord's undisputed testimony, photographic evidence and the Tenancy Agreement provided in the previous Rental Office proceeding establish the Landlord's claims of damage against the Tenant.
- [29] The Island Regulatory and Appeals Commission (the "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.
- [30] I have factored in the principle of betterment when determining the quantum to award the Landlord's claim for damage. Based on the damage shown in the photographs and the age of the damaged items provided by the Landlord's testimony, I find that the Landlord is entitled to \$910.00 in compensation for damage, calculated as followed:

Item	Amount
Two twin mattresses (90% awarded)	\$315.00
Two twin mattress protectors (90% awarded)	\$45.00
Curtain rod replacement & drywall repair (100% awarded)	\$350.00
Bedroom window screen replacement (50% awarded)	\$75.00
Living room window screen replacement (50% awarded)	\$125.00
Total	\$910.00

- [31] The Landlord's claim for damage is allowed in part.

Cleaning

- [32] The Landlord is seeking \$500.00 in compensation for cleaning the Unit.
- [33] For the reasons below, I find that the Landlord has established a valid claim for cleaning, in the amount of \$380.00.
- [34] The Landlord's evidence establishes that the Tenant vacated the Unit, while leaving it in a condition below a reasonably clean standard. The Landlord stated that a deep cleaning was required and that he did the cleaning himself, which took approximately 12-hours over a three-day period. The Landlord stated that he had to take some garbage, which included needles and syringes to the dump, which cost \$20.00.
- [35] I find that the Landlord's evidence establishes that the Unit required cleaning. However, I note that a tenant is only responsible for cleaning up to a standard of reasonably clean. Based on the Landlord's evidence, I find that the Landlord has established a claim for cleaning, calculated as follows:

\$30.00/hr. multiplied by 12-hours equals \$360.00 plus \$20.00 for garbage removal, totaling \$380.00.

[36] The Landlord's claim for cleaning is allowed in part.

4-days pro-rated July rent

[37] The Landlord is seeking \$187.08 for four days of pro-rated rent for July 2025.

[38] The Landlord's evidence establishes that Sheriff Services removed the Tenant from the Unit on July 4, 2025. In Order LD25-228, the Landlord was awarded rent owing up to July 1, 2025. The Landlord stated that the Tenant returned to the Unit on July 5, 2025 to pick up some personal property.

[39] I find that the evidence establishes that the Tenant owes the Landlord pro-rated rent from July 2 to 5, 2025, in the total amount of \$187.10, calculated as followed:

4 days divided by 31 days in July multiplied by \$1,450.00 equals \$187.10.

[40] The Landlord's claim for pro-rated rent owed is allowed.

Storage fees

[41] The Landlord is seeking \$1,450.00 in compensation for storage fees.

[42] For the reasons below, I find that the Landlord has established a valid claim for storage fees, in the amount of \$434.85.

[43] The Landlord stated that he is storing the Tenant's personal property in the basement of the Residential Property. The Landlord stated that he is requesting compensation for storing these items in the amount equal to one month's rent.

[44] I find that the Tenant is not entitled to leave his personal property in the Unit or the Residential Property after the tenancy agreement is terminated (see subsection 43(1) of the *Act*). I note that the tenancy was terminated effective July 1, 2025 (see Order LD25-227).

[45] The evidence does not support any out-of-pocket expenses for the Landlord regarding storing the Tenant's personal property. However, the Landlord did have to move the Tenant's personal property into the basement for safe storage and the Tenant's personal property has remained there for almost three months.

[46] I note that subsection 43(10) of the *Act* provides the lesser of the standard rate charged by public storage facilities or the rental rate of the Unit. I have reviewed the local storage facilities' standard rate for a 5' x 10' x 10' storage locker, which is \$144.95 per month.

[47] I find that the Landlord should be compensated for the time, effort and space allocated to the storage of the Tenant's personal property. I find that \$434.85 (\$144.95/month multiplied by 3 months) is reasonable in this case.

[48] The Landlord's claim for storage fees is allowed in part.

Court & Sheriff Services fees

[49] The Landlord is seeking \$105.00 in compensation for Court and Sheriff Services filing fees with regard to the July 4, 2025 eviction.

- [50] I find that the Landlord's evidence establishes a valid claim for compensation, in the amount of \$105.00.
- [51] The Landlord stated that he had to file Order LD25-227 with the Supreme Court and then file it with Sheriff Services. The Landlord stated that both the court filing fee and the Sheriff's fee totaled \$105.00. The Landlord's claim is allowed.
- [52] The Money Application is allowed, in part. The Landlord has established valid claims against the Tenant, in the total amount of \$2,016.95.
- [53] The Tenant will pay the Landlord \$2,016.95 by the timeline below.

B. Can the Landlord dispose of the Tenant's personal property?

Determination of Issue B.

- [54] The Landlord seeks an order to dispose of the Tenant's abandoned personal property from the Residential Property.
- [55] The Tenant was removed from the Unit by Sheriff Services on July 4, 2025 and returned to the Unit on July 5, 2025 to take some personal belongings.
- [56] As mentioned above, a tenant is not entitled to leave behind personal property after the end of the tenancy agreement.
- [57] Subsection 43(7) of the Act states:

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.*

- [58] The Landlord provided evidence regarding needles, syringes, cupboards, drawers, and other personal items that were left behind in the Unit. The Landlord provided an inventory list of the items in the Disposal Application particulars.
- [59] I have reviewed the inventory list, photographs and testimony provided by the Landlord. I find that the personal property has no monetary value or the cost of removing, storing or selling the personal property would be more than the proceeds of the sale.
- [60] As a result, the Disposal Application is valid. The Landlord may dispose of the Tenant's personal property contained in the inventory list on or after the timeline below.

CONCLUSION

- [61] The Money Application is allowed, in part.
- [62] The Tenant must pay the Landlord \$2,016.95 by the timeline below.
- [63] The Disposal Application is allowed.

[64] The Landlord may dispose of the Tenant's personal property in the inventory list by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$2,016.95 by October 27, 2025.
2. The Landlord may dispose of the Tenant's personal property in the inventory list on or after October 17, 2025.

DATED at Charlottetown, Prince Edward Island, this 26th 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.