

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 seeks to keep the Tenant's security deposit and additional compensation for rent owing, utilities owing and cleaning in the total amount of \$2,979.70.

DISPOSITION

- [3] I find that the Landlord has established claims in the amount of \$2,933.68. The Landlord will keep the Tenant's security deposit, totaling \$1,382.62. The Tenant will pay the Landlord additional compensation, in the amount of \$1,551.06, by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom rental unit located in a two-unit that the Landlord has owned for over a year.
- [5] The Landlord and the Tenant entered into an oral, monthly tenancy agreement that started on December 1, 2024. A security deposit of \$1,350.00 was paid in two installments of \$470.00 and \$880.00 around the beginning of the tenancy. Rent in the amount of \$1,350.00 was due on the first day of the month.
- [6] In February of 2025 the parties signed a written, monthly tenancy agreement (the "Tenancy Agreement"). The parties agreed to amend the rent due date to the fourteenth day of the month. All other terms and conditions remained the same.
- [7] On June 15, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective July 4, 2025 for non-payment of rent, in the amount of \$1,350.00.
- [8] On July 11, 2025 the parties participated in an earlier Rental Office hearing. On July 15, 2025 Order LD25-254 was issued, which ordered the Tenant to vacate the Unit by July 22, 2025.
- [9] On July 24, 2025 the Tenant vacated the Unit.
- [10] On August 4, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenant's security deposit and additional compensation.
- [11] On October 8, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for November 20, 2025. The Rental Office telephoned the Tenant to advise of the notice of hearing. The Tenant did not answer the call and the Tenant's voicemail did not allow the Rental Office to leave a message on this occasion.
- [12] On November 7, 2025 the Rental Office left a voicemail message for the Tenant regarding the notice of hearing and submissions for the evidence package.
- [13] On November 10, 2025 the Rental Office sent the parties a 65-page evidence package.
- [14] On November 20, 2025 the Landlord joined the teleconference hearing. I telephoned the Tenant but the Tenant did not answer. I emailed the Tenant an additional copy of the evidence package with the teleconference instructions. 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.

ISSUE

- A. Has the Landlord established claims for rent owing, utilities owing and cleaning?

ANALYSIS

- [15] The Landlord's undisputed evidence establishes that the Tenant did not pay rent for June 2025 (\$1,350.00) and pro-rated July 1 to 24, 2025 rent (\$1,045.16; 24 days divided by 31 days multiplied by \$1,350.00). The Tenant's total rent owing is \$2,395.16.
- [16] The evidence establishes that the Tenant owes utilities for May 2025 (\$114.64), June 2025 (\$73.83) and July 2025 (\$50.05; prorated for 22 days), in the total amount of \$238.52.
- [17] The evidence establishes that the Landlord incurred costs totaling \$300.00 for cleaning and disposal. The Landlord paid a cleaner \$120.00 to clean the Unit after the Tenant moved out. The Landlord incurred a \$30.00 Island Waste Management Corporation disposal cost and a \$83.84 U-Haul rental cost. The Landlord and another person provided the labour for the disposal work.
- [18] The Landlord's established claims are offset against the security deposit, in the amount of \$1,382.62 (including interest), which the Landlord will keep. The Tenant must pay the Landlord additional compensation by the timeline below for the balance of \$1,551.06, calculated as follows:

Item	Amount
Rent owing	\$2,395.16
Utilities owing	\$238.52
Cleaning and disposal	\$300.00
Security deposit and interest	-\$1,382.62
Balance	\$1,551.06

Mandatory Tenancy Agreement Information

- [19] I note that for tenancy agreements commencing on or after April 8, 2023 landlords are required to prepare written tenancy agreements in accordance with sections 10 and 11 of the Act.
- [20] In particular, subsection 11(2) states:

The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes

- (a) the provisions set out in Division 4;*
- (b) the correct legal names of the landlord and tenant;*
- (c) the address of the rental unit;*
- (d) the date the tenancy agreement is entered into;*
- (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
- (f) the services and facilities included in the rent;*
- (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
- (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
- (i) the agreed terms in respect of*
 - (i) the date on which the tenancy starts,*
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*

*(iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,
(iv) the amount of rent payable for a specified period,
(v) the day on which the rent is due and the frequency of payment, and
(vi) the amount of any security deposit and the date the security deposit
was or is required to be paid.*

[21] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit totaling \$1,382.62.
2. The Tenant must pay the Landlord additional compensation, in the amount of \$1,551.06, by January 2, 2026.

DATED at Charlottetown, Prince Edward Island, this 21st day of November, 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.