

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord wants to keep the Tenant's security deposit plus additional compensation for rent owing, garbage removal, dumping fee and cleaning, in the total amount of \$4,123.30.

DISPOSITION

- [3] The Landlord has established part of its claims, in the amount of \$3,611.00.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,730.76. The Tenant must pay the Landlord additional compensation in the amount of \$1,880.24 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom rental unit in an over-under single-family house.
- [6] On January 24, 2025 the parties and a co-tenant signed a written, fixed-term tenancy agreement for the period of January 25, 2025 to December 31, 2025 (the "Tenancy Agreement"). Rent in the amount of \$1,695.00 was due on the first day of the month. A \$1,695.00 security deposit was paid to the Landlord on January 27, 2025. A copy of the Tenancy Agreement was not included in the evidence.
- [7] On January 25, 2025 the parties completed a pre-tenancy *Form 5 Landlord Condition Inspection Report*.
- [8] On April 23, 2025 the Tenancy Agreement was amended to remove the co-tenant as he vacated the Unit (the "Amended Agreement"). The Amended Agreement was back dated to January 24, 2025 and was included in the evidence.
- [9] On June 6, 2025 the Tenant provided the Landlord notice that she was vacating the Unit on July 1, 2025.
- [10] On July 1, 2025 the Tenant vacated the Unit.
- [11] On July 3, 2025 the Landlord's representative completed a post-tenancy *Form 5 Landlord Condition Inspection Report*.
- [12] On July 15, 2025 the Landlord's representative (the "Representative") 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.
- [13] On October 9, 2025 the Rental Office emailed the parties notice of a telephone hearing scheduled for November 13, 2025 along with a copy of the Application.
- [14] On October 31, 2025 the Rental Office emailed the parties a fifty-six-page evidence package.
- [15] On November 13, 2025 the Representative and the Tenant joined the telephone hearing for determination of the Application. The parties confirmed that they received the evidence package and that all evidence submitted to the Rental Office was included.

ISSUE

- A. Has the Landlord established claims against the Tenant for rent owing, garbage removal, dumping fee and cleaning?

ANALYSIS**Legal Basis**

- [16] The Landlord has the onus of proving its claims against the Tenant on a balance of probabilities. This means that there must be sufficiently clear, convincing and cogent evidence to find that the claims are more likely correct than not.
- [17] The Landlord seeks compensation against the Tenant, in the total amount of \$4,123.30. The individual claims are as follows:

Item	Amount
June 2025 rent	\$1,295.00
July 2025 rent	\$1,695.00
Garbage removal	\$632.50
Dumping fee	\$50.00
Cleaning	\$450.80
Total	\$4,123.30

- [18] For the reasons below, I find that the Landlord has established valid claims against the Tenant for a total amount of \$3,611.00

Evidence & Determination**June 2025 & July 2025 rent**

- [19] The parties' evidence establishes that the Tenant paid \$400.00 of June's rent. The parties agree that the Tenant owes the remaining balance of June's rent, in the amount of \$1,295.00.
- [20] The Representative stated that the Tenant did not give sufficient notice and was unable to re-rent the Unit for July 2025. The Landlord is seeking rent owing for July 2025, in the amount of \$1,695.00.
- [21] The Tenant stated that she is disputing owing July 2025's rent. The Tenant stated that an employee of the Landlord stated that if she gave notice before July 1, 2025 she would not be responsible for July 2025's rent (EP54). The Tenant stated that she gave notice on June 6, 2025.
- [22] I find that the evidence establishes that the Tenant owes rent for June and July 2025.
- [23] Subsection 55(3) of the Act states:

A tenant may end a fixed-term 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;*
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and*
- (c) is the day before the day that rent is payable under the tenancy agreement.*

- [24] The evidence establishes that the Tenancy Agreement was a fixed-term with an end date of December 31, 2025. The Tenant gave notice on June 6, 2025 for July 1, 2025. On its face, this was insufficient notice under subsection 55(3).
- [25] However, the Tenant argues that a representative of the Landlord permitted the tenancy to end early and effectively waive the notice requirements under subsection 55(3).
- [26] I note that section 5 of the *Act* does not apply to landlords, who may waive their rights under the *Act*. The Tenant submitted into evidence the email correspondence, which stated (EP54):
- June 6, 2025 - Tenant: "by the end of the month."*
June 6, 2025 – Rep: "Hey Tenant thanks for confirming. Due to insufficient notice, you will be required to pay July rent as well. Notice must have been given before July 1st."
- [27] The Representative stated that the email contains an error, which should have stated *June 1st* and not *July 1st*.
- [28] Upon review of the correspondence and considering the full context of the message, I find that the message contained an error and was not intended to waive the Tenant's notice requirements under the *Act*. This message specifically states that the Tenant is responsible for July 2025 rent. Therefore, I find that the Tenant is responsible for July's rent due to the insufficient notice.
- [29] I further find that the Landlord had taken the appropriate steps in mitigating its damages under section 46.

Garbage Removal & Cleaning

- [30] The Representative stated that it cost \$632.50 to remove all the garbage and remaining items from the Unit. The calculation is as follows:
- \$55.00/hr. multiplied by 10 hours plus HST.*
- [31] The Representative stated that it cost \$450.80 to clean the Unit. The calculation is as follows:
- \$49.00/hr. multiplied by 8 hours plus HST.*
- [32] The Landlord submitted the pre-tenancy and post-tenancy inspection report, photographs of the Unit during the post-tenancy inspection and an invoice for the garbage removal and cleaning.
- [33] The Landlord is also seeking \$50.00 for the dumping fee.
- [34] In response to the Tenant's submission (see below), the Representative stated that the co-tenant was removed from the Tenancy Agreement at the Tenant's request. At the end of the tenancy, the Tenant was solely responsible for the condition of the Unit.
- [35] The Tenant did not dispute the condition of the Unit at the end of the tenancy. The Tenant stated that the total amount should be split between herself and the co-tenant.
- [36] Clause 39(2)(a) of the *Act* outlines a tenant's obligation 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.
- [37] I note that the Tenant must leave the Unit in a reasonably clean condition under clause 39(2)(a) of the *Act*. I find that the evidence establishes that the Unit was left below this standard.

- [38] The Landlord submitted an invoice, which stated that it cost \$1,140.80 (EP51) to remove garbage and personal items, the dumping fee and to clean the Unit.
- [39] The Landlord is seeking \$1,133.30 (\$632.50 for garbage removal plus \$50.00 for the dumping fee plus \$450.80 for cleaning).
- [40] I find that the Landlord has established its claims in part. The photographic evidence, including the post-tenancy inspection report establishes that the Unit was below the standard of reasonably clean. The Tenant's evidence did not dispute the condition of the Unit at the end of the tenancy. The Tenant also stated that she did not want any of the items left behind and that the Landlord may dispose of those items.
- [41] The Landlord has submitted that ten hours was required to remove the garbage and another eight hours was required to clean the Unit.
- [42] I find that the Landlord's evidence establishes that this work would have brought the condition of the Unit to a much higher standard than *reasonably clean*. As a result, I reduce the Landlord's claim to better represent a *reasonably clean* condition.
- [43] Based on the photos and post-tenancy inspection report, along with the invoice, I accept the Landlord's ten hours of labour at \$49.00/hr. for both garbage removal and cleaning the Unit, plus the \$50.00 dumping fee. Therefore, the Landlord's claim is allowed in part, in a total amount of \$621.00 (\$49.00/hr. multiplied by 10 hours plus \$50.00 plus HST).
- [44] The Landlord's total established claim is \$3,611.00. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,730.76.
- [45] The Tenant will pay the Landlord the remaining balance, in the amount of \$1,880.24 by the timeline below.
- [46] The Application is allowed in part. The calculations are as follows:

Item	Amount
June 2025 rent	\$1,295.00
July 2025 rent	\$1,695.00
Garbage removal, Dumping fee & Cleaning	\$621.00
Less Security deposit & interest (27 JAN 25 – 1 DEC 25)	(\$1,730.76)
Total	\$1,880.24

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, plus interest in the amount of \$1,730.76.
2. The Tenant must pay the Landlord \$1,880.24 by February 2, 2026.

DATED at Charlottetown, Prince Edward Island, this 1st day of December, 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.