

**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 for rent owing and damage.

**DISPOSITION**

- [3] I find that the Landlord has established damage claims totaling \$325.00. The security deposit plus interest totals \$694.72.
- [4] The Landlord will keep \$325.00 of the security deposit funds. The Landlord will pay the Tenant the security deposit balance of \$369.72 by the timeline below.

**BACKGROUND**

- [5] The Unit is a bedroom with shared common areas located in a five-bedroom, two-bathroom building (the "Residential Property") that the Landlord has owned for about six years.
- [6] On June 2, 2024 the Landlord and the Tenant entered into an oral tenancy agreement. Rent in the amount of \$670.00 was due on the first day of the month and on May 29, 2024 a \$670.00 security deposit was paid.
- [7] On January 13, 2025 the Landlord and the Tenant, through a property management company (the "Management Company"), entered into a written, monthly tenancy agreement with the same rent and security deposit (the "Tenancy Agreement").
- [8] On June 27, 2025 the Management Company emailed the Tenant and the Rental Office a *Form 4(A) Eviction Notice* for behaviour disturbing other tenants and damage, with an effective date of July 31, 2025 (the "Notice"). This email also contained a *Form 2(B) Landlord Application to Determine Dispute* for earlier termination of the Tenancy Agreement. This application was considered filed on June 30, 2025 because the Rental Office received it after regular business hours.
- [9] On June 30, 2025 the Tenant moved out of the Unit.
- [10] On July 11, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking to keep the Tenant's security deposit.
- [11] On October 14, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for November 18, 2025.
- [12] On November 13, 2025 the Rental Office provided the parties with access to an evidence package containing a 48-page PDF ("EP") and video evidence.
- [13] On November 18, 2025 the Landlord's representative (the "Representative"), the Landlord's witness ("LW1") and the Tenant joined the teleconference hearing. The parties confirmed that all evidence submitted to the Rental Office was included.
- [14] The parties provided additional evidence after the hearing.

**ISSUES**

- A. What date did the tenancy end? Does the Tenant owe the Landlord rent?

B. Has the Landlord established compensation claims for damage?

### ANALYSIS

#### A. What date did the tenancy end? Does the Tenant owe the Landlord rent?

- [15] The Landlord claims that the Tenant owes July 2025 rent because the Tenant did not provide one-months' notice to end the tenancy.
- [16] For the reasons below, I find that the tenancy ended on June 30, 2025 and the Tenant is not responsible for July 2025 rent.
- [17] The Representative stated that he was contacted by the Management Company and Charlottetown Police Services (the "Police") and was advised that some sort of altercation occurred at the Residential Property. The Police advised the Representative that the Tenant would not be permitted back on the Residential Property without a Police escort. The Representative provided this information to the Management Company to deal with.
- [18] The Tenant stated that there was an incident with another tenant of the Residential Property ("T2"). The Tenant and T2 were both arrested and charged. The Tenant stated that the Police restricted the Tenant's access to the Residential Property because T2 was the main complainant, the Tenant had another place to stay, and T2 did not have another place to stay.
- [19] The Tenant stated that no opportunity was provided to give one-months' notice because the Tenant was forced to leave the Residential Property.
- [20] In Order LR25-44 the Island Regulatory and Appeals Commission made the following statement regarding demanding a tenant to vacate a rental unit and also seeking compensation for improper notice (paragraph 31.):

*"With respect to the Landlord's assertion that the Tenant failed to give sufficient notice and therefore a monetary claim should be awarded, the Commission notes that the Landlord had previously sought to evict the Tenant at the earliest opportunity, leading to a previous application and determination by the Rental Office in Order LD24-405. The Commission agrees with the Rental Office that the evidence was clear that the Landlord wanted the Tenant to move out as soon as possible, including a WeChat request made by the Landlord on February 18, 2025, and therefore no award in lieu of notice will be made given that the Tenant moved out three days later. If a landlord demands a tenant leave and the tenant does leave, the landlord cannot argue that the tenant owes compensation for lack of notice."*

- [21] A landlord can seek to end a tenancy agreement earlier than the vacate date of an eviction notice through an earlier termination application. Subsection 61(7) of the Act states:

*Despite subsection (3), a landlord who wishes to give notice of termination under subsection (1) may make an application to the Director to request an order*

- (a) ending a tenancy on a date that is earlier than the tenancy would end if the notice of termination were given under subsection (1); and*  
*(b) granting the landlord an order of possession in respect of the rental unit.*

- [22] In this case the Management Company, on behalf of the Landlord, emailed the Tenant a *Form 2(B) Landlord Application to Determine Dispute* for earlier termination. On June 30, 2025 the Tenant moved out of the Unit.

- [23] Based upon the evidence presented, I find that the Landlord demanded that the Tenant move out of the Unit as soon as possible through the Management Company serving the earlier termination application. The Landlord cannot now claim July 2025 rent against the Tenant based upon improper notice.
- [24] The Landlord's July 2025 rent owing claim is denied.
- [25] The events preceding the Police attending the Residential Property provide context regarding the end of the tenancy.
- [26] The Tenant and T2 were tenants of the Landlord under separate tenancy agreements. The Tenant and T2 were not co-tenants under a single tenancy agreement. The Landlord created the arrangement of renting out bedrooms with shared common areas in the Residential Property.
- [27] The Landlord had a duty under section 20 of the *Act* to protect the Tenant's right to quiet enjoyment. This section states as follows:
- A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to*  
*(a) reasonable privacy;*  
*(b) freedom from unreasonable disturbance;*  
*(c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and*  
*(d) use of common areas for reasonable and lawful purposes, free from significant interference.*
- [28] On June 20, 2025 the Management Company held a mediation meeting with the Tenant, T2 and another tenant after being contacted by the Tenant.
- [29] On June 22, 2025 the Tenant sent a written complaint to the Management Company regarding behaviour by T2. On this date the conflict between the Tenant and T2 worsened and T2 called the Police. The Tenant and T2 were arrested.
- [30] On June 23, 2025 the Management Company responded to the Tenant in part as follows:
- "This message serves as a final written warning regarding the ongoing disputes between you and [T2]. As tenants sharing a unit with common areas, it is essential that you maintain a respectful and cooperative living environment. As your property manager, I'm not interested in babysitting you over the use of common areas, so if you don't resolve your differences, you'll both be evicted for disrupting the right to quiet enjoyment of the rental unit by your peers."*
- [31] This message is internally inconsistent because, on the one hand, the Management Company was minimizing the issues between the Tenant and T2 through the use of the word "babysitting." On the other hand, the Management Company was indicating that these issues were becoming substantial enough to lead to the Tenant being evicted.
- [32] The evidence presented establishes that the Tenant had attempted to resolve the Tenant's issues with T2 through the Management Company's process.
- B. Has the Landlord established compensation claims for damage?**
- [33] The Landlord has the burden to prove, on a balance of probabilities, that the Tenant is responsible for damage exceeding reasonable wear and tear.

[34] Clause 39(2)(a) of the *Act* states:

*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*

[35] For the reasons below, I find that the Landlord has established part of the wall and door damage claims.

### Wall Damage

[36] The Landlord claims against the Tenant in the amount of \$520.00 for wall repairs and painting the Unit's bedroom (the "Bedroom"). The Landlord did not complete a move-in inspection report. The Representative does not know when the Bedroom was last painted.

[37] LW1 has been managing the Residential Property since 2023. LW1 stated that the Bedroom was in good condition when the Tenant moved into the Unit.

[38] The Representative stated that the Bedroom's walls needed to be repaired and repainted because of LED light strips and stickers on the walls. The repair work involved removal, seam filling, priming and repainting.

[39] The Tenant stated that a written move-in inspection report was not completed. The Unit's former occupant moved out on June 1, 2024 and the Tenant moved in the next day. The Tenant believes that the former occupant lived in the Unit for about two years and the Bedroom walls were not painted during that time.

[40] The Tenant admitted to putting some stickers on the Bedroom walls but denied installing LED light strips. The Tenant stated that the LED light strips were already in the Bedroom at the time the Tenant moved in.

[41] I find that the Landlord has only established part of the Bedroom wall repairs claim. In the absence of a move-in inspection report or move-in photographs of the Unit, the evidence does not establish that the Tenant installed the LED light strips. Further, the walls were not newly painted when the Tenant moved into the Unit. The Tenant has admitted responsibility for stickers on the walls. Upon review of the evidence presented, I find that the amount of \$50.00 is appropriate for addressing the sticker removal and repair work. I also find that there is insufficient evidence regarding the original cleanliness of the Unit to support a cleaning claim against the Tenant.

### Door Damage

[42] The Landlord claims against the Tenant for door and door frame damage in the amount of \$300.00.

[43] The Tenant stated that there was pre-existing issues with the Bedroom door handle. The Tenant submitted into evidence a text-message to LW1 dated October 18, 2024 which stated in part:

*"...Since I moved in, I've been managing my door handle. The person that used to live there kinda ruined it.*

*So it has gone bad and needs to be fixed."*

[44] However, the Tenant also admitted to damaging the Bedroom door and the door frame. The Tenant's written statement (EP8) included the following paragraph:

*"Around April, I accidentally locked myself out and contacted [name] for help. He was unavailable and asked me to reach out to [name] instead. Because of my previous unpleasant experience with [name], I chose not to. I eventually forced my door open, unintentionally damaging the handle."*

- [45] At the teleconference hearing the Tenant also admitted that the door frame was damaged when the Tenant forced the door open.
- [46] At the hearing the Tenant stated that the Landlord did not provide an invoice regarding this cost and the Tenant did not have an opportunity to fix the damage at the end of the tenancy.
- [47] LW1 stated that the Tenant had locked themselves out of the Bedroom two times before. LW1 stated that the Tenant was advised that they could buy an extra key for the Unit to avoid getting locked out of the Bedroom.
- [48] I find that the Tenant is responsible for \$275.00 of this cost. The Tenant has admitted to damaging the door and the frame, which is the main part of this Landlord claim. The evidence does not establish that the Tenant could have completed the repair work at a lesser cost. I find that a \$25.00 deduction is appropriate regarding the pre-existing door handle issue raised in the Tenant's evidence.

#### **Mandatory Tenancy Agreement Information**

- [49] The tenancy started on June 2, 2024, over one year after the *Residential Tenancy Act* came into force on April 8, 2023. The Landlord was required to prepare a written tenancy agreement in accordance with sections 10 and 11 of the *Act*.
- [50] 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.*

- [51] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

- [52] The Landlord must ensure that it uses tenancy agreements that are compliant with the *Act* and the *Residential Tenancy Regulations*.

**Mandatory Inspection Reports**

- [53] Written move-in and move-out condition inspection reports are mandatory for all tenancies that started from April 8, 2023 onwards. The Landlord must ensure that it complies with sections 18 and 38 of the *Act*.
- [54] The Representative argued that there were unique circumstances in this case regarding a move-out inspection with the Tenant.
- [55] I note that sections 18 and 38 permit an authorized agent to complete the inspection process, which should have been an option addressed in the circumstances of this case.
- [56] The shortcomings of the Landlord's evidence could have been avoided if the Landlord had followed the mandatory move-in inspection process set out in the *Act*.

**CONCLUSION**

- [57] The Landlord has established claims totaling \$325.00. The security deposit plus interest totals \$694.72.
- [58] The Landlord will keep \$325.00 of the security deposit funds. The Landlord will pay the Tenant the security deposit balance of \$369.72 by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep \$325.00 of the Tenant's security deposit funds.
2. The Landlord will pay the Tenant the security deposit balance of \$369.72 by January 12, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 10th day of December, 2025.

(sgd.) Andrew Cudmore

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**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.