

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, cleaning and damage, in the total amount of \$2,936.54.

DISPOSITION

- [3] The Landlord has established its claims for rent owing, cleaning and damage, in the amount of \$2,936.54.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,545.02. The Tenant must pay the Landlord additional compensation in the amount of \$1,391.52 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom apartment in a four-unit building, managed by the Landlord.
- [6] On September 27, 2024 the parties signed a written, fixed-term tenancy agreement for the period of October 1, 2024 to September 30, 2025. Rent in the amount of \$1,500.00 was due on the first day of the month. The Tenant paid a \$1,500.00 security deposit to the Landlord.
- [7] On August 6, 2025 the Tenant gave the Landlord notice that she was vacating the Unit by August 31, 2025.
- [8] On August 31, 2025 the Tenant vacated the Unit.
- [9] On September 3, 2025 a representative of the Landlord completed a *Form 5 Landlord Condition Inspection Report* alone.
- [10] On September 11, 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. The Application was emailed to the Tenant.
- [11] On October 30, 2025 the Rental Office emailed the parties notice of a telephone hearing scheduled for December 9, 2025 along with a copy of the Application.
- [12] On November 25, 2025 the Rental Office emailed the parties a 99-page PDF evidence package.
- [13] On December 9, 2025 the Representative joined the telephone hearing for determination of the Application. I telephoned and emailed the Tenant the teleconference details and received no response. The hearing proceeded ten minutes after the scheduled time in the Tenant's absence. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package.
- [14] During the hearing the Representative amended their total compensation amount. There were increased cleaning and maintenance costs and other costs associated with furnace oil were removed. I allowed the amendment under clause 80(3)(f) of the *Act*. The Representative emailed the Rental Office and the Tenant the changes and one document of additional evidence. The Tenant emailed the Rental Office stating that she forgot about the hearing. The Tenant did not respond to the additional evidence.

ISSUE

- A. Has the Landlord established claims against the Tenant for rent owing, cleaning and damage?

ANALYSIS

- [15] 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 and convincing evidence to find that the claims are more likely correct than not.
- [16] The Landlord seeks compensation against the Tenant, in the total amount of \$2,936.54. The individual claims are as follows:

Item	Amount
September 2025 rent	\$1,500.00
Cleaning	\$612.38
Damage	\$824.16
Total	\$2,936.54

- [17] For the reasons below, I find that the Landlord has established valid claims against the Tenant for a total amount of \$2,936.54. The Landlord will keep the Tenant's security deposit, including interest, plus additional compensation.

Evidence & Determination**September 2025 rent**

- [18] The Landlord's evidence was presented and summarized by the Representative.
- [19] The Representative stated that the tenancy was for a fixed-term and that the Tenant gave insufficient notice. The Representative stated that the Unit was re-rented for November 1, 2025. However, the Landlord is only seeking September 2025 rent.
- [20] The Tenant's evidence was presented in a written submission included in the evidence package.
- [21] The Tenant's submission stated: "*I want to take note that I asked for an early move out August 5 the first was a holiday I believe so I have them notice only 4 days after the first of the month and they never got back to me until August 6...*"
- [22] I find that the evidence establishes that the Tenant owes September 2025 rent.
- [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 September 30, 2025. The Tenant gave notice on August 6, 2025 and vacated the Unit on August 31, 2025. This was insufficient notice under subsection 55(3) of the *Act*.

- [25] As a result, I find that the Tenant owes the Landlord September 2025 rent, in the amount of \$1,500.00. This claim is allowed. I further find that the Landlord had taken the adequate steps in mitigating its damages under section 46.

Cleaning & Damage

- [26] The Representative stated that the Unit was left unclean. The cleaning was over a two-day period (September 17 and 18, 2025). One of the days had two cleaners over four hours and the other day had one cleaner over seven hours.
- [27] The total cleaning cost was \$612.38.
- [28] The Representative stated that there were broken items and garbage left in the Unit that needed to be removed. Window screens needed to be installed, a new deadbolt lock needed to be installed because the Tenant did not return the keys. Wall repairs were needed due to stickers and crayon marks.
- [29] The Landlord submitted photographs, the post-tenancy inspection report, invoices, and a written submission from the Landlord's head of maintenance employee.
- [30] The Representative stated that there were many other expenses that the Landlord did not charge the Tenant such as painting due to the crayon and stickers and lawn care from the Tenant's pool.
- [31] The total damage cost was \$824.16.
- [32] The Tenant's written submission stated that the Unit was in great shape and that only one screen was out of the window. The screen was removed for an air conditioner. The Tenant stated that she never received any keys for the Unit.
- [33] The Tenant stated that she left a bed frame in the Unit. The Tenant stated that the Landlord's requested compensation is too high because the Unit was cleaned and undamaged.
- [34] Subsection 39(2) of the *Act* outlines a tenant's responsibilities 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; and*
- (b) *give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.*
- [35] I find that the evidence establishes that the Unit was not reasonably clean and the damage to the Unit was not reasonable wear and tear. The Landlord's photographs establish that the Unit had a lot of dirt, stains, garbage and broken furniture left behind by the Tenant. Further, the damage to the walls, particularly the stickers and crayon marks, is not reasonable wear and tear.
- [36] I accept the Landlord's costs associated with cleaning and maintenance. The Landlord provided invoices and receipts to corroborate these expenses. The Representative stated that there were other costs, which the Landlord's evidence supports, that are not part of the Landlord's claims.
- [37] The Landlord's total established claim is \$2,936.54. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,545.02
- [38] The Tenant will pay the Landlord the remaining balance, in the amount of \$1,391.52 by the timeline below.

[39] The Application is allowed. My calculations are as follows:

Item	Amount
September 2025 rent	\$1,500.00
Cleaning	\$612.38
Damage	\$824.16
Security Deposit & Interest deduction (27 SEP 24 - 18 - DEC 25)	(\$1,545.02)
Total	\$1,391.52

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, plus interest in the amount of \$1,545.02
2. The Tenant must pay the Landlord \$1,391.52 by January 19, 2026.

DATED at Charlottetown, Prince Edward Island, this 18th 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.