

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, totalling \$950.00 for rent owing and cleaning.

DISPOSITION

- [3] I find that the Landlord's established claims total \$875.00.
- [4] The Landlord will keep the Tenant's security deposit, including interest, totalling \$824.31.
- [5] The Tenant must pay the Landlord \$50.69 by the timeline below.

BACKGROUND

- [6] The Unit is an apartment in a multi-unit building (the "Residential Property") owned by the Landlord.
- [7] On September 3, 2024, the parties entered into a written monthly tenancy agreement for a different unit in the Residential Property, and the Tenant moved in on September 4, 2024. A \$700.00 security deposit was paid on September 3, 2024.
- [8] On September 21, 2024, the parties entered into an oral monthly tenancy agreement for the Unit. Rent was \$800.00 due on the first day of the month. The Tenant's \$700.00 security deposit was applied to the Unit, and the Tenant paid an additional \$100.00 towards the Unit's security deposit on September 22, 2024.
- [9] On August 30, 2025, the Tenant moved out of the Unit.
- [10] On September 5, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit.
- [11] On September 25, 2025, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit and additional compensation for rent owing and cleaning (the "Application").
- [12] On October 21, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for December 2, 2025.
- [13] On November 27, 2025, the Rental Office shared a 57-page evidence package and two videos with the parties via TitanFile.
- [14] On December 2, 2025, the Landlord's representative (the "Representative") and the Tenant participated in a teleconference hearing. The parties confirmed that all the evidence submitted to the Rental Office was included in the TitanFile record.
- [15] After the hearing, the parties submitted additional evidence, which was shared with the other party and added to the record.

ISSUE

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

ANALYSIS**Rent owing**

- [16] The Representative stated that he is seeking to keep the security deposit for rent owing for September 2025 because the Tenant did not provide proper notice to end the tenancy agreement.
- [17] The Representative stated that on August 26, 2025, the Tenant told him she would be moving out of the Unit on August 30, 2025. He stated the Tenant told him she was moving out because her Visa had expired. The Representative disputed the Tenant's claims below, stating that he repaired the Residential Property when required and denied harassing the Tenant.
- [18] The Representative stated that on August 26, 2025, he advertised the Unit to re-rent. He stated that the Unit had two viewings in September 2025, but that he has not been able to re-rent the Unit as of the hearing date.
- [19] The Tenant stated that she is seeking the return of the security deposit. She stated she provided notice to the Landlord on August 26, 2025, and moved out on August 30, 2025. She stated she moved out due to several issues.
- [20] The Tenant stated that the Residential Property required repairs; however, the Representative either did not fix them or took a long time to address the issues. She stated that 11 tenants were living in the Residential Property, resulting in many noise issues. She stated that some tenants could not get along and that she had to call the police to help resolve issues.
- [21] The Tenant stated that the Representative would frequently inspect the Residential Property without first providing proper notice. She stated that the Representative frequently told her to move out if she did not like living in the Unit, and this caused her stress. The Tenant stated that she should not have to pay rent for September 2025 due to the issues she experienced in the Residential Property.
- [22] Subsection 55(2) of the Act states:
- (2) A tenant may end a month-to-month or other periodic 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;*
- and*
- (b) is the day before the day that rent is payable under the tenancy agreement.*
- [23] I find that the tenancy between the parties ended on September 30, 2025, and that the Landlord has established the Tenant owes the Landlord \$800.00 in rent for September 2025 for failing to provide sufficient notice to end the tenancy agreement.
- [24] Despite the Tenant stating that she experienced issues with the Residential Property and with the Representative, she was still required to provide the required notice to end the monthly tenancy agreement under subsection 55(2) of the Act.
- [25] The Representative stated that he advertised the Unit for re-rent, but has not rented it as of the hearing date. I find that the Landlord had fulfilled its responsibility to try to reduce (mitigate) rental income losses after it regained possession of the Unit, under section 46 of the Act.

Cleaning

- [26] The Landlord is claiming \$150.00 in compensation for cleaning and disposing of the Tenant's garbage. The Representative stated that he does not have a receipt or invoice for the \$150.00 claim.
- [27] The Representative stated that the Tenant left items outside the Residential Property after she moved out, and he had to pay someone to clean and dispose of the garbage. The Representative stated that he found an envelope with the Tenant's name on it among the garbage. He stated that he asked the other tenants in the Residential Property whether the garbage belonged to them, and they said it was not their garbage.
- [28] The Representative stated that Island Waste Watch rejected the green bin after the Tenant moved out. The Representative stated that the Tenant did not properly sort her garbage, and he had to pay someone to clean the green bin. He stated that he asked the other tenants of the Residential Property about the rejected green bin, and they said it was not their garbage in the green bin.
- [29] The Tenant stated that some of the items left outside the Residential Property belonged to her, but she was unsure which items. She stated that several tenants of the Residential Property failed to sort the garbage properly, and she disputed the claim that the green bin was rejected because of her garbage. She stated that all the tenants shared one black bin and one green bin.
- [30] Clause 39(2)(a) of the Act states:
- When a tenant vacates a rental unit, the tenant shall leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear.*
- [31] I find that the Landlord has provided sufficient evidence to establish that the Tenant left garbage outside the Residential Property upon vacating. As such, I find that the Tenant failed to leave the rental unit "reasonably clean" upon moving out.
- [32] However, I find that the Landlord has provided insufficient evidence to establish that the green bin was rejected due to the Tenant's actions.
- [33] The evidence establishes that all the tenants living in the Residential Property share one green bin. Despite the Representative stating that the other tenants denied placing the wrong garbage in the green bin, none of the other tenants participated in the hearing to provide direct evidence regarding this matter. Furthermore, the Tenant denied improper sorting in the green bin.
- [34] I find that the Landlord has established part of its claims. I find that the Tenant must compensate the Landlord \$75.00 for cleaning and disposing of the items left outside the Residential Property.

CONCLUSION

- [35] I find that the Landlord's established claims total \$875.00 for rent owing and cleaning.
- [36] The Landlord will keep the security deposit, including interest, in the amount of \$824.31.
- [37] The Tenant must pay the Landlord \$50.69 by the timeline below.

[38] My calculations are as follows:

Item	Amount
Rent owing	\$800.00
Cleaning	\$75.00
Security Deposit	(\$800.00)
Interest (Sept. 22/24 – Dec. 19/25)	(\$24.31)
Total	\$50.69

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$824.31.
2. The Tenant must pay the Landlord \$50.69 by January 19th, 2026.

DATED at Charlottetown, Prince Edward Island, this 19th day of December, 2025.

(sgd.) Mitch King

Mitch King
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.