

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 interest for cleaning and garbage removal, in the total amount of \$429.49.

DISPOSITION

- [3] The Landlord has established her claim for cleaning and garbage removal, in the amount of \$429.49. The Landlord will keep the Tenant’s security deposit plus interest.

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom apartment in a five-unit building (the “Residential Property”), owned by the Landlord since June 1, 2023.
- [5] The Tenant and a former landlord entered into a tenancy agreement approximately ten years ago.
- [6] On June 1, 2023 the Landlord purchased the Residential Property and the tenancy continued. The former landlord gave the Landlord a \$404.16 security deposit.
- [7] On December 1, 2024 the parties signed a fixed-term *Form 1 Standard Form of Tenancy Agreement* for the period of December 1, 2024 to November 30, 2025. Rent in the amount of \$904.00 was due on the first day of the month.
- [8] On September 15, 2025 the Tenant vacated the Unit and the tenancy ended by mutual agreement.
- [9] On September 24, 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 for cleaning and garbage removal. The Application was emailed to the Tenant.
- [10] On November 14, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 6, 2026. The Rental Office called the Tenant and left a voicemail message with the details for the teleconference.
- [11] On December 16, 2025 the Rental Office emailed the parties a 32-page PDF evidence package. The Rental Office called the Tenant and left a voicemail message regarding the evidence package.
- [12] On January 6, 2026 the Landlord and the Landlord’s translator joined the teleconference for determination of the Application. The Tenant did not join. I telephoned the Tenant and received no response. The hearing proceeded ten minutes after the scheduled time in the Tenant’s absence. The Landlord confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Has the Landlord established claims against the Tenant for cleaning and garbage removal?

ANALYSIS

- [13] The Landlord has the onus of proving her 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.
- [14] The Landlord seeks to keep the Tenant's full amount of the security deposit, including interest for cleaning and garbage removal. For the reasons below, I find that the Landlord has established valid claims against the Tenant for a total amount of \$429.49. The Landlord will keep the Tenant's security deposit, including interest.

Evidence & Determination

- [15] The Landlord's evidence was presented and summarized by the Landlord.
- [16] The Landlord stated that the Tenant left the Unit unclean and with a lot of garbage. The Landlord stated that she entered the Unit and took photographs on September 15, 2025.
- [17] The Landlord stated that it cost \$200.00 to remove and dispose of the garbage and \$300.00 to clean the Unit. The Landlord submitted into evidence an invoice dated September 19, 2025 from Hand in Hand Inc.
- [18] I find that the Landlord's undisputed evidence establishes that the Unit was not reasonably clean at the end of the tenancy. 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.*

- [19] I accept the Landlord's evidence that the actual cost to dispose of the garbage and clean the Unit exceeds the total amount of the security deposit plus interest.
- [20] The Landlord will keep the Tenant's security deposit plus interest in the total amount of \$429.49.
- [21] The Application is allowed.
- [22] This Order will be served to the parties electronically.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, plus interest in the amount of \$429.49.

DATED at Charlottetown, Prince Edward Island, this 7th day of January, 2026.

(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.