

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 Tenants' security deposit plus additional compensation for damage, cleaning, related expenses and lost rental income, in the total amount of \$3,888.81.

DISPOSITION

- [3] I find that the Landlord has established cleaning and damage claims in the amount of \$410.00, which the Landlord will keep from the security deposit funds.
- [4] The security deposit plus interest totals \$2,072.11.
- [5] The Landlord must return to the Tenants the security deposit balance, in the amount of \$1,662.11 by the timeline below.

BACKGROUND

- [6] The Unit is a two-bedroom, one-bathroom apartment in a four-unit building (the "Residential Property") that the Landlord has owned since May 3, 2024. The Landlord has lived in another apartment in the Residential Property since January 1, 2025.
- [7] On June 29, 2024 the Landlord and the Tenants entered into a written, fixed-term tenancy agreement from July 1, 2024 to June 30, 2025 (the "Tenancy Agreement"). A security deposit of \$2,000.00 was paid on July 15, 2024. Rent in the amount of \$2,000.00 was due on the first day of the month.
- [8] On June 29, 2025 the Tenants served the Landlord with a *Form 3 Tenant Notice of Termination* with an effective date of July 31, 2025.
- [9] On July 31, 2025 all of the Tenants had moved out of the Unit.
- [10] On August 8, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenants' security deposit plus additional compensation.
- [11] On October 10, 2025 the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenants' security deposit plus additional compensation (the "Application").
- [12] On October 23, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for December 18, 2025.
- [13] On December 8, 2025 the Rental Office sent the parties an evidence package containing a 95-page PDF.
- [14] On December 18, 2025 the Landlord and one of the Tenants (the "Tenant") participated in the telephone hearing on behalf of the Tenants. The parties stated that all evidence submitted to the Rental Office was included in the evidence package. The parties provided additional evidence after the hearing.

ISSUES

- A. Has the Landlord established compensation claims for cleaning, damage and related expenses?
- B. Must the Tenants pay the Landlord rent for the period of August 1 to September 15, 2025?

ANALYSIS**A. Has the Landlord established compensation claims for cleaning, damage and related expenses?**

[15] The Landlord has the burden to prove, on a balance of probabilities, that the Tenants are responsible for damage exceeding reasonable wear and tear.

[16] 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...

[17] The Landlord claims \$667.00 for a cleaning company's cost. For the reasons below, I find that the Landlord has established part of this claim.

[18] The Landlord did not complete a written move-in inspection report as required by section 18 of the *Act*. However, the Landlord did provide photographs of the Unit regarding the condition at the beginning of the tenancy. Most of the Landlord's before photographs show larger parts of the Unit in clean condition.

[19] The Landlord provided many close up photographs of the Unit near the end of the tenancy, some of which do not have comparable photographs from the beginning of the tenancy.

[20] The Tenants provided photographs showing larger portions of the Unit in clean condition. The Tenant stated that these photographs were taken near the end of the tenancy. The Tenant admitted that the Tenants installed a bidet on the toilet at the beginning of the tenancy and did not remove it at the end of the tenancy.

[21] I note that the Tenants were not responsible to bring the Unit to a move-in ready condition for the next occupants. The Tenants were only responsible to leave the Unit reasonably clean under clause 39(2)(a).

[22] Based upon the evidence presented, I find that large portions of the Unit were left in reasonably clean condition but there were some areas that were not reasonably clean, including parts of the kitchen and the bathroom. In these circumstances, I find that \$200.00 of the professional cleaning cost has been established.

[23] The evidence establishes that the Tenants are also responsible for carpet cleaning near the Unit's door, in the amount of \$50.00, garbage removal in the amount of \$50.00, tape removal in the amount of \$50.00 and transportation in the amount of \$10.00 related to the established claims. The Landlord has established a \$50.00 claim for the bedroom window screen, which was present at the beginning of the tenancy and missing at the end.

- [24] The Landlord has established a total cleaning and damage claim in the amount of \$410.00, calculated as follows:

Item	Amount
Professional cleaning	\$200.00
Carpet cleaning	\$50.00
Garbage removal	\$50.00
Tape removal	\$50.00
Missing window screen	\$50.00
Transportation cost	\$10.00
	\$410.00

B. Must the Tenants pay the Landlord rent for the period of August 1 to September 15, 2025?

- [25] The Landlord claims for lost rental income based upon the Unit's condition.
- [26] Under the former residential rental legislation, the *Rental of Residential Property Act*, a landlord could not successfully claim for lost rental income after a tenancy agreement ended (see Orders LR95-11, LR05-09 and LR20-23 issued by the Island Regulatory & Appeals Commission (the "Commission")).
- [27] On April 8, 2023 the *Rental of Residential Property Act* was repealed by the current legislation, the *Residential Tenancy Act*, which expanded the remedies that the Rental Office can award after hearing an application.
- [28] On June 26, 2025 the Commission issued Order LR25-25. The Commission allowed a claim for lost rental income due to the condition of a rental unit at the end of the tenancy. Subsection 85(1)(d) of the *Act* states that after hearing an application a tenant may be ordered to compensate a landlord for loss suffered as a result of a contravention of the *Act* or the tenancy agreement.
- [29] In Order LR25-25 the Commission found that the tenants were responsible for undue damage and cleaning in the amount of \$16,213.06. The landlords stated that they were unable to rent the unit for four months while the repairs were completed. The Commission allowed a lost rental income claim of one month's rent.
- [30] In this case, the evidence establishes that the Tenancy Agreement ended on July 31, 2025. The parties agree that the Tenants paid the Landlord the rent due up to July 31, 2025.
- [31] The Landlord claims for one-and-a-half months' rent from August 1 to September 15, 2025, in the amount of \$3,000.00.
- [32] The Landlord stated that the Tenants left the Unit in an unclean and damaged condition, which impeded the Unit's re-rental.
- [33] However, the Landlord has only established limited damage and cleaning claims in the amount of \$410.00, which is significantly lower than the extensive damage claim established in Order LR25-25.
- [34] I find that the condition of the Unit at the end of the Tenancy Agreement does not support a lost rental income claim.
- [35] The Landlord stated that the Tenants did not permit access to the Unit in accordance with section 23 of the *Act*. I have reviewed the parties' evidence, including the correspondence between the parties.

- [36] Part of the correspondence shows attempts to mutually agree to a time for viewing the Unit, which is a permitted basis for accessing the Unit under subsection 23(a). The Tenants expressed that they did not want the Landlord to access the Unit until closer to the vacate date.
- [37] The *Act* permitted the Landlord to access the Unit under subsection 23(h) to show it to potential tenants with at least 24 hours written notice, regardless of whether the Tenants agreed and regardless of whether the Tenants were present.
- [38] The Landlord's evidence indicates that the Landlord contacted the Tenants for suitable viewing times on July 8, 2025. Therefore, denial of access regarding potential new tenants could not be a basis of compensation from June 29, 2025, the date the Tenants gave notice, and July 8, 2025.
- [39] Any tenant interested in renting the Unit that was renting another unit on Prince Edward Island would need to provide their landlord with notice. It would not be possible under section 55 for a potential tenant to end a tenancy by giving notice to their current landlord on or after July 8, 2025 for an end-date of July 31, 2025.
- [40] Further, when the Tenants vacated the Unit on July 31, 2025, one-and-a-half months passed before the Unit was re-rented. Therefore, it took the Landlord one-and-a-half months to re-rent the Unit when there was no denial of access issue.
- [41] The evidence presented does not establish that any denial of access on or after July 8, 2025 caused the Landlord to lose rental income.
- [42] I find that there is insufficient evidence of non-compliance under section 23 of the *Act* to support a claim for lost rental income.

Printing fee

- [43] The Landlord claimed a document printing fee in the amount of \$11.81 for documents submitted to the Rental Office.
- [44] Parties are not normally reimbursed for their out-of-pocket expenses regarding preparations for Rental Office disputes. Further, in this case the Landlord has only established a portion of the amount claimed. I find that the document printing fee is not supported.
- [45] I find that the evidence does not establish a settlement between the parties authorizing the Landlord to keep the security deposit by mutual agreement. The Landlord provided evidence that some of the Tenants were willing to settle the dispute by the Landlord keeping the security deposit. However, the Landlord decided to claim against the Tenants for the security deposit plus additional compensation for an amount almost double the security deposit. I find that the parties did not agree on a settlement amount.

Other disputes

- [46] The parties provided evidence regarding a cockroach infestation in the Unit near the beginning of the tenancy. The Landlord raised issues with the Tenants in October 2025 attending the Unit after the tenancy ended. This evidence is not relevant to the financial claims in the Application. However, it is clear that these incidents worsened relations between the parties.

CONCLUSION

- [47] The Landlord will keep a portion of the security deposit, in the amount of \$410.00, and return the security deposit balance to the Tenants, in the amount of \$1,662.11 (\$2,072.11 minus \$410.00), by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$410.00 of the Tenants' security deposit.
2. The Landlord must pay the Tenants the security deposit balance of \$1,662.11 by February 9, 2026.

DATED at Charlottetown, Prince Edward Island, this 8th day of January, 2026.

(sgd.) Andrew Cudmore

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.