

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, sorting and cleaning work, in the total amount of \$1,682.10.

DISPOSITION

- [3] The Landlord's damage claims are denied. The Landlord has established a claim for sorting and cleaning work, in the amount of \$100.00, which the Landlord will keep from the security deposit.
- [4] The Landlord will also keep the Tenants' security deposit balance, in the amount of \$1,446.72, which is offset against the amount that the Tenants were ordered to pay the Landlord under Island Regulatory and Appeals Commission (the "Commission") Order LR25-29.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom single family dwelling that the Landlord has owned since April of 2024.
- [6] The Landlord and the Tenants entered into a fixed-term tenancy agreement for the Unit from November 1, 2024 to October 30, 2025 (the "Tenancy Agreement"). A security deposit of \$1,500.00 was paid on October 4, 2024. Rent in the amount of \$1,500.00 was due on the first day of the month.
- [7] The Landlord and the Tenants were parties to two earlier Rental Office decisions, Orders LD25-093 and LD25-094, and a Commission decision, Order LR25-29.
- [8] The Tenancy Agreement ended on April 10, 2025.
- [9] On April 24, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenants' security deposit and additional compensation. The Landlord's evidence is that this application was not served to the Tenants.
- [10] On April 25, 2025 the Landlord filed another *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenants' security deposit and additional compensation. The Representative served the Application to the Tenants on April 26, 2025.
- [11] The Landlord filed an additional application with the Rental Office against the Tenants on May 7, 2025. However, the Landlord has not proceeded with that application, which was not served to the Tenants within five days of the Rental Office filing.
- [12] On October 8, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for November 13, 2025. The Landlord later requested that the hearing be rescheduled.
- [13] On November 6, 2025 the Rental Office sent the parties notice of a teleconference hearing rescheduled for January 6, 2026.
- [14] On December 12, 2025 the Rental Office sent the parties a 65-page evidence package ("EP").

[15] On January 6, 2026 the Landlord's representative (the "Representative") and one of the Tenants (the "Tenant"), representing the other Tenant ("T2"), joined the teleconference hearing. The parties confirmed that they received the evidence package and that all evidence submitted to the Rental Office was included.

PRELIMINARY MATTERS

The Tenants under the Tenancy Agreement

[16] The Tenants argued that T2 should not be considered a "tenant" of the Landlord because, although T2 is named in the Tenancy Agreement, T2 did not sign the Tenancy Agreement.

[17] I note that, if the Tenants had an issue with both being named in the earlier proceeding, then the Tenants should have addressed this issue in the earlier proceeding. The Tenants were both named as tenants on the first page of Orders LD25-093 and LD25-094. The Tenants were also both named as tenants in Commission Order LR25-29. I have reviewed these decisions and they do not indicate that the Tenants raised this issue in the previous hearings.

[18] The parties to a "tenancy agreement" are not limited to persons that sign a written document. Subsection 1(w) defines this term broadly, stating as follows:

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and the provision of services and facilities;

[19] Based upon the evidence presented, I am satisfied that both the Tenant and T2 were tenants of the Landlord under the Tenancy Agreement. Correspondence from T2's email account indicates that T2's understanding was that T2 was a tenant. On April 26, 2025 at 7:18 p.m. an email from T2's account to the Representative from the Tenants stated in part:

"This is to formally notify you that, following the judicial termination of our lease agreement, we no longer recognize you as having any valid standing or authority in matters related to our former tenancy.

You served merely as a property manager for [name] and, through your repeated failures in fulfilling your duties and obligations, contributed significantly to the harm suffered by our family, our pet, and our property.

However, let it be absolutely clear:

You are not the owner of the property, and you are not the party we hold legally liable..."

[20] The use of the words "our lease agreement" and "we" in the context of this email indicate that it was the Tenants' understanding that both Tenants were tenants of the Unit. There are additional emails from April 2025 in the evidence package which are consistent with this determination.

[21] I find that the Tenants were both persons entitled to use and occupy the Unit under the Tenancy Agreement within the meaning of "tenant" in subsection 1(x) of the Act.

Other Matters

[22] The Tenants' evidence raises issues regarding whether the Representative has standing to file the Application.

[23] Based upon the evidence presented, I am satisfied that the Representative was permitted to file the Application on behalf of the Landlord. I note that in Order LR25-29 the Representative and the Landlord's director both participated in the Commission hearing and testified on behalf of the Landlord. I am satisfied that the Representative is bringing the Application with the Landlord's knowledge and permission. Further, I note that subsection 75(1) of the *Act* permits a person representing a landlord to make an application to the Rental Office.

[24] The Tenants' evidence raises issues regarding the Landlord's claims being duplicated in the previous proceeding between the parties. I have reviewed the earlier decisions and they do not address financial claims for the blind slats, stove, sorting and cleaning work determined in this decision.

ISSUE

A. Has the Landlord established claims for damage, sorting and cleaning?

ANALYSIS

[25] For the reasons below, I find that the Landlord has not established damage claims against the Tenants. I find that only the Landlord has only established the \$100.00 sorting and cleaning claim.

[26] 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...

Blind Slats and Wood Stove

[27] I do not have objective evidence showing the condition of the slats and the stove at the beginning of the tenancy. The Representative was uncertain of the ages of these items, stating that they were present at the time the Landlord purchased the Unit in April of 2024. The Representative stated that he believed the slats and stove were less than five years old. The Tenant stated that the items were older than the age the Representative claims.

[28] The Tenant stated that he removed the slats around December of 2024 because they were "infested" with mold. I note that the Commission determined in Order LR25-29 that mold was of such a significant issue in the Unit to support a one-third rent reduction from \$1,500.00 to \$1,000.00 per month. I find that the age and condition of the slats and stove is unclear at the beginning and end of the tenancy.

[29] Although the Tenant admitted to removing the slats, the Tenant denied removing the wood stove. Based upon the evidence presented, it is unclear to me what happened to the stove.

[30] The Landlord has not replaced the blind slats or the wood stove. The Representative stated that the Landlord was waiting for the result of this decision before making the replacements. Ultimately, I do not have actual costs for these items.

[31] For these reasons, I find that there is insufficient evidence to support the Landlord's blind slats and wood stove replacement claims.

[32] I note that, even if the Landlord had established claims for the slats and stove, the Landlord would not receive the full cost for new replacements because these items were not in new condition even at the beginning of the tenancy. The Commission provided a detailed analysis regarding the relevant betterment principle in Orders LR24-06 and LR25-25.

Sorting and Cleaning

[33] I have reviewed the evidence provided by the parties regarding improper sorting and cleaning. The evidence establishes that the Tenants did not properly sort the green bin (EP8) at the end of the tenancy and instead included items that were waste or recyclables. I note that the Tenants were required to properly sort their waste under clause 28(3)(b) which states:

A tenant is responsible for

(b) proper sorting and disposition of garbage or waste, compostable materials and recyclable materials of the tenant and any other person permitted in the rental unit by the tenant in accordance with applicable requirements.

[34] The Tenants' April 26, 2025 email (EP21) states in part:

"Cigarette butts scattered around the property. picking up a few cigarette butts is part of standard property maintenance, the same way one would rake leaves, shovel snow, or sweep a porch. It is absolutely not tenant-caused damage under any tenancy law; it is routine exterior upkeep — a landlord's ongoing duty, not a tenant liability.

[35] I am satisfied that at least some of the waste on the Unit's exterior belonged to the Tenants. I find that the Landlord's \$100.00 waste sorting and cleaning claims are supported.

CONCLUSION

[36] The Landlord has established a \$100.00 claim for sorting and cleaning work, which the Landlord will keep from the security deposit funds. The security deposit, including interest (\$46.72), totals \$1,546.72. After deducting the \$100.00 claim, the security deposit balance is \$1,446.72.

[37] Subsection 40(2) of the *Act* states:

A landlord may retain from a security deposit an amount that

*(a) the Director has previously ordered the tenant to pay to the landlord; and
(b) remains unpaid at the end of the tenancy.*

[38] Rental Office Order LD25-094 was issued on March 12, 2025 and required the Tenants to pay the Landlord funds exceeding the security deposit. Although Commission Order LR25-29 reduced the amount payable to \$1,834.33, this amount still exceeded the security deposit.

[39] At the January 6, 2026 hearing the Representative and the Tenant stated that the Tenants have not paid the Landlord any of the funds ordered in Order LR25-29. The Landlord has filed this Commission Order with the Supreme Court for enforcement by Sheriff Services.

[40] I find that the Landlord will also keep the security deposit balance, in the amount of \$1,446.72, under subsection 40(2) of the *Act*. This amount is offset under clause 85(1)(j) against part of the amount in Order LR25-29 that the Tenants were ordered to pay the Landlord.

Mandatory Tenancy Agreement Information

[41] Sections 10 and 11 of the *Act* set out the required content of tenancy agreements.

[42] 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.

[43] The *Standard Form of Rental Agreement* was a form used under the former rental legislation, the *Rental of Residential Property Act*. The Landlord must ensure that it uses the current form, the *Standard Form of Tenancy Agreement*, which is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$100.00 of the security deposit for sorting and cleaning work.
2. The Tenants' security deposit balance of \$1,446.72 is offset against part of the amount that the Tenants were ordered to pay the Landlord under Order LR25-29. The Landlord will therefore keep the Tenants' security deposit balance, in the amount of \$1,446.72.

DATED at Charlottetown, Prince Edward Island, this 9th 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.