

## 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 Landlords seek rent owing in the amount of \$2,000.00 and additional compensation of \$630.59 for utilities and repairs, for a total claim of \$2,630.59.
- [3] The Landlords also seek to keep the security deposit as part of their claim.

## DISPOSITION

- [4] The Landlords have established a rent owing claim in the amount of \$2,000.00 and an internet expense claim for \$36.00.
- [5] The Landlords' other claims are denied.
- [6] The Landlords will keep the security deposit of \$1,439.91.
- [7] The Tenant will pay the Landlords \$596.09 by the timeline below.

## BACKGROUND

- [8] The Unit is a single-family house owned by the Landlords.
- [9] The parties entered into a one-year written fixed-term tenancy agreement for the Unit from December 1, 2024, to December 1, 2025. Rent of \$1,400.00 was due on the first day of the month. A \$1,400.00 security deposit was paid around November 16, 2024.
- [10] The parties dispute the date the Tenant moved out of the Unit.
- [11] On September 3, 2025, the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking rent owing, additional compensation, and to keep the security deposit. The Landlords also filed to dispose of the Tenant's personal property; however, this matter was resolved during the teleconference hearing.
- [12] On October 31, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for December 11, 2025.
- [13] On December 2, 2025, the Rental Office shared a 49-page evidence package with the parties.
- [14] On December 11, 2025, the Landlord, representing both Landlords, and the Tenant joined the teleconference hearing. The parties confirmed receipt of the evidence package, and the Landlord confirmed that all evidence he submitted to the Rental Office was included in it. The Tenant submitted no documents.
- [15] The parties were provided an additional submission deadline of January 5, 2026. Both parties provided additional submissions, which were shared with the other party.

## ISSUES

- A. Have the Landlords established rent owing claims against the Tenant?
- B. Have the Landlords established utilities owing and repair claims against the Tenant?

**ANALYSIS****A. Have the Landlords established rent owing claims against the Tenant?**

- [16] The Landlord stated that the Tenant owes the Landlords \$2,000.00 in outstanding rent.
- [17] The Tenant moved into the Unit on November 16, 2024, before the tenancy agreement began. The parties agreed that the Tenant would pay \$600.00 in rent for November. The Tenant stated she would make payments for this portion of the rent, but she failed to do so during the tenancy.
- [18] The Landlord stated that the Tenant owes \$1,400.00 in rent for August 2025 for failing to provide sufficient notice to end the tenancy agreement. The Tenant told him on August 3, 2025, that she would be moving out of the Unit on September 1, 2025. He is not sure when the Tenant actually left the Unit, but he regained possession of the Unit on August 17, 2025. The Landlords re-rented the Unit on October 1, 2025.
- [19] The Tenant stated she had told the Landlords she would vacate by September 1, 2025, but she does not remember the date she gave them her notice. The Tenant later retracted the September 1 date and told the Landlords that she would vacate by mid-August 2025 because she had moved into the Unit mid-month in November 2024. She stated she gave the Landlords 30 days' notice.
- [20] Subsection 55(3) of the Act states:

*(3) 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.*

- [21] The Landlords' evidence is that the Tenant provided notice on August 3, 2025, that she was moving out of the Unit by September 1, 2025. The Landlords found that the Tenant had moved out of the Unit sometime before August 17, 2025. The Tenant is unsure of when she provided her notice or when she vacated, but she provided 30 days' notice.
- [22] Despite the Tenant stating that she provided at least 30 days' notice, the Act states that under a fixed-term tenancy, a tenant's notice of termination cannot end the tenancy before the date specified in the tenancy agreement as the end of the tenancy, which, in this case, was December 1, 2025.
- [23] The Landlords re-rented the Unit for October 1, 2025. I find that the Landlords have fulfilled their responsibility to try to reduce (mitigate) rental income losses, under section 46 of the Act.
- [24] I find that the Landlords have established that the Tenant owes the Landlords rent for November 2024 in the amount of \$600.00 and rent for August 2025 in the amount of \$1,400.00, totalling \$2,000.00.

**B. Have the Landlords established utilities owed and repair claims against the Tenant?**

- [25] Subsection 39(2) of the Act states:

- (2) 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.*

**Landlords' evidence and submissions**

- [26] The Landlord stated that he is claiming \$305.00 for refilling the oil tank after the Tenant moved out. He stated that he filled the oil tank before the Tenant moved in, but the Tenant did not fill the oil tank when she moved out of the Unit. Oil was an excluded service in the tenancy agreement, and the Tenant was responsible for filling the tank when she moved out.
- [27] The Landlord stated that, despite the Tenant's assertion that she never used any oil, she had sent him a text message on January 26, 2025, stating that she had used oil heat and had checked the oil level in the tank a couple of times.
- [28] A photograph of the oil gauge and payment invoice was submitted as evidence. The Landlord stated that he was unable to locate a copy of the tenancy agreement.
- [29] The Landlord stated that the Tenant did not pay the August 2025 internet expense, but he is only claiming half of the expense, which is \$36.00. He stated that the internet was not an included service, and the Tenant paid the Landlords \$86.25 monthly for this expense. He stated that he is claiming only half of the August 2025 expense, as he cancelled the internet on August 18, 2025, after regaining possession of the Unit.
- [30] Regarding the Tenant's \$100.00 credit with Eastlink she stated she had, the Landlord stated he called Eastlink using the account number the Tenant had given him, but he was unable to access the account because it was not in his name.
- [31] The Landlord stated that a screen at the Unit was damaged and estimated that it would cost \$20.00 to repair it.
- [32] The Landlord stated that the patio umbrella was damaged and that it would cost \$59.95 to replace. A photograph of the umbrella was submitted as evidence.
- [33] The Landlord stated he was claiming \$209.59 to replace three missing mattress protectors at the Unit. The Landlord stated that when the Tenant moved in, the Unit was clean and ready for prospective tenants to view. As the Landlords had used the house for summer rentals, it was fully furnished, and the beds all had mattress protectors.
- [34] When the Tenant moved out, the Landlords found one single bed with a mattress protector on it, and the other three with nothing on them. There were no mattress protectors stored on any shelves or in any closets.
- [35] The Landlord stated that he wanted to inspect the Unit with the Tenant when she moved out; however, the Tenant left without providing proper notice and did not respond to the Landlord afterwards.

**Tenant's evidence and submissions**

- [36] The Tenant stated that she never used the furnace oil. She stated that she used the heat pumps for heat.
- [37] The Tenant stated that she has a \$100.00 credit with Eastlink, which should be applied to the outstanding internet expense.
- [38] The Tenant stated that upon moving into the Unit, she spent hours of her own time cleaning. The carpet appeared to have mould, which she tried cleaning herself with a rented carpet vacuum. She told the Landlords but nothing was ever done about it. She replaced the light bulbs and batteries in the thermostat and CO2 detector as well, but was not reimbursed for that.

- [39] The Tenant had her own mattress covers and pillows and never used the Landlords' covers. She stated that the mattress covers are in the closet upstairs. The Tenant stated that she never used the patio umbrella, and the wind must have damaged it.

### Pre-Tenancy Inspection

- [40] All tenancy agreements commencing on or after April 8, 2023, require a pre-tenancy (section 18) and post-tenancy (section 38) inspection to be completed.

- [41] Subsections 18(1) and (2) of the Act state:

*(1) The landlord and tenant, or their authorized agents, shall inspect the condition of the rental unit in each other's presence on the day the tenant is entitled to possession of the rental unit or on another day agreed on by them.*

*(2) The landlord shall offer the tenant at least two reasonable opportunities for the inspection.*

- [42] There is insufficient evidence that a pre-tenancy report was completed or that the Landlords offered the Tenant at least two reasonable opportunities for a pre-tenancy inspection. As such, I have insufficient evidence to establish the Unit's condition at the time the Tenant moved in.

- [43] I note that the Landlord provided undisputed evidence that the Tenant would not respond to a request to complete a post-tenancy inspection. However, the Landlord was still required to complete a post-tenancy inspection under section 38.

- [44] In Order LR25-12, the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding landlords who fail to complete the mandatory inspection reports (paragraphs 34 & 35):

*"The Commission finds that the Landlord failed to comply with section 18 and section 38 statutory requirement for pre-tenancy and post-tenancy inspections. These requirements are in place to protect both landlords and tenants and to provide the Rental Office and the Commission with the best possible evidence of the condition of a rental unit at the start and at the end of the tenancy. A deterioration in the condition of the unit during the tenancy will then be more clearly apparent.*

*Where a landlord has failed to comply with both sections 18 and 38, the Commission can only award a damage claim to a landlord if that claim is supported by objective and compelling evidence with respect to who caused the damage and how much it costs to repair. The onus to establish such damage and who caused it rests on the party seeking the damage claim and a failure to comply with sections 18 and 38 "raises the bar" thus making it more difficult, but not impossible, to support the claim."*

- [45] I find that the Landlords have not established that the Tenant is responsible for the furnace oil expense. Despite the Landlords stating that the Tenant was responsible for the oil expense during the tenancy, I find that there is insufficient evidence, such as a copy of the tenancy agreement or messages between the parties, to establish that the Tenant agreed to refill the oil tank upon vacating. I note that the Landlord did not submit into evidence the January 26, 2025, message that he stated he received from the Tenant. This claim is denied.

- [46] I find that the Landlords have established that the Tenant is responsible for half of the August 2025 internet expense of \$36.00. Despite the Landlords not submitting a copy of the tenancy agreement or an internet bill, I find that the submitted messages between the parties establish that the Tenant agreed to pay the monthly internet expense. Furthermore, the Tenant did not deny that she owed this expense but stated that she should have a \$100.00 credit with Eastlink to cover this expense.

- [47] However, I find that the Tenant has provided insufficient evidence to establish that she has a \$100.00 credit on an Eastlink account that can be used to pay for this expense. This claim is allowed.
- [48] As noted above, because I have insufficient evidence to establish the Unit's pre-tenancy condition, such as a pre-tenancy inspection report or photographs of the Unit, I cannot conclude that the damages to the screen, the umbrella, or the disputed missing mattress protectors resulted from the Tenant's actions. Furthermore, the Landlords have provided insufficient evidence, such as receipts or invoices, to substantiate these expenses. These claims are denied.

### CONCLUSION

- [49] I find that the Landlords have established a rent owing claim in the amount of \$2,000.00 and an internet expense claim for \$36.00.
- [50] The Landlords' other claims are denied.
- [51] The Landlords will keep the security deposit of \$1,439.91.
- [52] The Tenant will pay the Landlords \$596.09 by the timeline below.
- [53] My calculations are as follows:

Item	Amount
Rent owing	\$2,000.00
Internet	\$36.00
Security deposit	(\$1,400.00)
Interest (Nov. 16/24 – Jan. 9/26)	(\$39.91)
Total	\$596.09

### IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the security deposit of \$1,439.91.
2. The Tenant must pay the Landlords \$596.09 by February 9, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 9th day of January, 2026.

(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.