

## 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 additional compensation for garbage removal, replacing locks, cleaning and pest control, in the total amount of \$9,095.00.

## DISPOSITION

- [3] The Landlord has established its claims for garbage removal, replacing locks, cleaning and pest control, in the total amount of \$7,027.75
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,043.45. The Tenant must pay the Landlord additional compensation in the amount of \$4,984.30 by the timeline below.

## BACKGROUND

- [5] The Unit is a single-family home owned by the Landlord.
- [6] On March 2, 2021 the Tenant, the Landlord and another tenant entered into a written, fixed-term tenancy agreement for the period of March 20, 2021 to April 1, 2022. At the end of the fixed-term the tenancy continued on a monthly basis. The other tenant vacated early in the tenancy. Rent in the amount of \$1,900.00 was due on the first day of the month. A \$1,900.00 security deposit was required and paid.
- [7] On April 30, 2025 the Landlord's representative (the "Representative") served the Tenant a *Form 4(A) Eviction Notice* effective June 1, 2025 (the "Notice") for repeatedly late rent payments, damage and failure to repair the damage.
- [8] On June 1, 2025 the Tenant vacated the Unit and the tenancy ended due to the Notice.
- [9] On June 9, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenant's security deposit and additional compensation. The Application was emailed to the Tenant on June 10, 2025.
- [10] The Application was amended on June 10 and June 11, 2025. The amended versions were emailed to the Tenant.
- [11] On July 9, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 26, 2025. The Rental Office also called the Tenant and left a voicemail message.
- [12] On August 12, 2025 the Application was amended for a third time. The amended version was emailed to the Tenant.
- [13] On August 13, 2025 the Rental Office emailed the parties a new notice of a teleconference hearing scheduled for September 9, 2025.
- [14] On October 7, 2025 the Application was amended a fourth time. The amended version was emailed to the Tenant.
- [15] On October 14, 2025 the Rental Office emailed the parties a new notice of a teleconference hearing scheduled for November 25, 2025. The Rental Office called the Tenant but was unable to connect with the Tenant.

- [16] On November 19, 2025 the Rental Office emailed the parties an 80-page PDF evidence package. The Rental Office called the Tenant but was unable to connect with the Tenant.
- [17] On November 25, 2025 the Representative joined the teleconference hearing for determination of the Application. I telephoned and emailed the Tenant the teleconference details and received no response. The telephone number was no longer in service. The hearing proceeded ten minutes after the scheduled time in the Tenant's absence. The Representative 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 garbage removal, replacing locks, cleaning and pest control?

## ANALYSIS

- [18] The Landlord has the onus to prove its 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.
- [19] The Landlord seeks compensation against the Tenant, in the total amount of \$9,095.00. The individual claims are as follows:

Item	Cost
GFL	\$577.00
Junkneckers	\$4,555.00
Thomas Locks	\$543.00
Cleaners	\$700.00
Orkin	\$450.00
<b>Subtotal</b>	\$6,825.00
HST	\$2,270.00
<b>Total</b>	\$9,095.00

- [20] For the reasons below, I find that the Landlord's evidence establishes valid claims in the total amount of \$7,027.75.

### Summary of the Evidence

- [21] The Landlord's evidence was summarized and presented by the Representative.
- [22] The Representative stated that the photographs submitted into evidence were taken after the Tenant vacated the Unit in early June 2025. The Representative stated that the Unit had significant damage which included dog urine, burns and water damage. The Representative stated that a lot of garbage was left, which required at least three dump trips. The Representative stated that the locks needed to be repaired and replaced. The Representative stated that the Unit also had a flea infestation which required remediation from Orkin on July 24, 2025.
- [23] The Representative stated that Unit was not rented and remained vacant as of the date of the hearing. The Representative stated that Buddy's Cleaning Services did a deep cleaning of the Unit. The invoice shows two cleaners completed work at \$35.00 per hour for ten hours of work.

### Determination

- [24] I find that the Landlord's undisputed evidence establishes valid claims against the Tenant for garbage removal, replacing locks, cleaning and pest control.

- [25] In particular, I find that the Landlord's photographs establish that the Unit was left unreasonably clean and damaged beyond reasonable wear and tear (see clause 39(2)(a) of the *Act*).
- [26] I find that the Landlord has established its claims. However, part of the Landlord's calculations includes HST. I find that the amount calculated does not equal 15% of the total claim.
- [27] I find that the Landlord's evidence, particularly the invoices establish an accurate calculation, which I have adjusted. Further, I find that in this case, the additional time and costs associated with the garbage removal and cleaning are justified based on the evidence and the Representative's undisputed testimony.
- [28] Therefore, I find that the Landlord's claims are allowed in part, in the total amount of \$7,027.75.
- [29] My calculations are as followed:

Item	Cost
GFL	\$577.00
Junkerneckers	\$4,555.00
Thomas Locks	\$625.00
Cleaners	\$805.00
Orkin	\$465.75
Subtotal	\$7,027.75
Deduct Security Deposit and Interest	(\$2,043.45)
<b>Total</b>	<b>\$4,984.30</b>

- [30] The Application is allowed in part.
- [31] The Landlord will keep the Tenant's security deposit, including interest, in the total amount of \$2,043.45
- [32] The Tenant must pay the Landlord additional compensation in the amount of \$4,984.30 by the timeline below.

### IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,043.45
2. The Tenant must pay the Landlord \$4,984.30 by March 13, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 12th 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.