

INTRODUCTION

- [1] This decision determines part of 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 Tenant's security deposit plus additional compensation for rent owing, damage, cleaning, disposal and lost rental income, in the total amount of \$11,188.09.

DISPOSITION

- [3] I find that the Landlord has established claims in the total amount of \$11,188.09.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,493.33. The Tenant will also pay the Landlord additional compensation in the amount of \$9,694.76 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, two-bathroom apartment in a 70-unit building that the Landlord owns that was built in late 2020.
- [6] The Landlord, the Tenant and another tenant ("KA") entered into a written, fixed-term tenancy agreement for the Unit from December 21, 2020 to December 31, 2021 (the "Tenancy Agreement"). A security deposit of \$1,395.00 was paid near the beginning of the tenancy. At the end of the fixed-term the tenancy continued on a month-to-month basis. The monthly rent at the end of the tenancy was \$1,530.00, due on the first day of the month.
- [7] Around January of 2024 KA moved out of the Unit and KA's tenancy with the Landlord ended.
- [8] On September 3, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of September 23, 2025 for non-payment of rent in the amount of \$4,620.00 and repeatedly late rent payments. The Tenant vacated the Unit. The Landlord permitted the Tenant to clean up the Unit until September 28, 2025.
- [9] On October 3, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office requesting an order permitting the Landlord to dispose of the Personal Property that was left behind in the Unit (the "Application"), which was determined in Order LD25-394. The Application also makes financial claims against the Tenant, which are the subject of this decision.
- [10] On November 13, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for January 8, 2026.
- [11] On December 17, 2025 the Rental Office sent the parties a 76-page PDF evidence package ("EP").
- [12] On January 9, 2026 the Landlord's representative (the "Representative") participated in a teleconference hearing. I telephoned the Tenant but I received no response. I emailed the Tenant an additional copy of the teleconference instructions. The hearing proceeded in the Tenant's absence. The Landlord provided additional evidence after the hearing.

ISSUE

- A. Has the Landlord established rent owing, damage, cleaning, disposal and lost rental income claims against the Tenant?

ANALYSIS

- [13] The Landlord provided a statement showing the Tenant's outstanding rent along with Tenant correspondence and the Notice for unpaid rent. This evidence establishes that the Tenant owes the Landlord rent from June to September 2025, in the amount of \$4,620.00.
- [14] Clause 39(2)(a) of the *Act* provides the cleanliness and damage standard at the end of a tenancy, stating as follows:
- 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...*
- [15] The Unit was new at the beginning of the tenancy. The Landlord provided photographs of the Unit at the end of the tenancy showing the unit in an unsanitary and damaged condition, substantially below reasonably clean and damage well beyond reasonable wear and tear.
- [16] The Landlord's photographs show that the Tenant left an enormous amount of personal property behind, which was the Tenant's responsibility to remove under subsection 43(1).
- [17] I find that the Landlord has established cleaning, damage and disposal costs in the amount of \$5,038.09.
- [18] The Landlord has claimed lost rental income for October 2025, in the amount of \$1,530.00, because the Tenant's breaches of the *Act* and the Tenancy Agreement prevented the Landlord from re-renting the Unit.
- [19] 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")).
- [20] 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.
- [21] 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.
- [22] In this case, I am satisfied that the Landlord could not re-rent the Unit for October 2025 because the Tenant caused extensive uncleanliness and damage.
- [23] I find that the Landlord's claim for October 2025 lost rental income is established, in the amount of \$1,530.00.

CONCLUSION

- [24] The Landlord has established a claim for rent owing, in the amount of \$4,620.00. The Landlord has established claims for cleaning, damage and disposal, in the amount of \$5,038.09, and lost rental income, in the amount of \$1,530.00. These established claims total \$11,188.09.
- [25] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,493.33. The Tenant will also pay the Landlord additional compensation in the amount of \$9,694.76.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,493.33.
2. The Tenant will also pay the Landlord additional compensation in the amount of \$9,694.76 by February 17, 2026.

DATED at Charlottetown, Prince Edward Island, this 14th 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.