

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 security deposit, plus additional compensation, totalling \$3,052.00.

DISPOSITION

- [3] The Landlord has established its claims for rent owing, cleaning, and repairs in the total amount of \$3,052.00.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$895.08.
- [5] The Tenant must pay the Landlord \$2,156.92 by the timeline below.

BACKGROUND

- [6] The Unit is one half of a duplex building owned by the Landlord.
- [7] On December 19, 2019, the Landlord and the Tenant's spouse at that time (the "Former Tenant") entered into a tenancy agreement for the Unit. On December 27, 2019, the Former Tenant paid a security deposit of \$824.00. The Tenant also lived in the Unit during this time.
- [8] On May 1, 2024, the Landlord and the Tenant entered into a new written monthly tenancy agreement for the Unit because the Former Tenant had moved out. The Former Tenant's security deposit was transferred to the Tenant. Rent of \$896.00 was due on the first day of the month.
- [9] On May 29, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective June 29, 2025, for failing to comply with a material term of the tenancy agreement, despite a written warning (the "Notice").
- [10] On June 30, 2025, the Tenant moved out of the Unit, and the tenancy ended.
- [11] On July 11, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the security deposit and additional compensation.
- [12] On November 13, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for January 8, 2026.
- [13] On November 18, 2025, the Rental Office spoke to the Tenant, and the Tenant confirmed that she had received the notice of hearing.
- [14] On December 16, 2025, the Rental Office sent the parties a 50-page evidence package.
- [15] On December 18, 2025, the Rental Office called the Tenant, as the Tenant's email mailbox was full and the evidence package could not be delivered. The Tenant hung up the telephone because the Tenant did not wish to speak with the Rental Office. The Rental Office called the Tenant back and left a voicemail requesting a new email address for the evidence package. The Tenant did not respond to the Rental Office.

- [16] On January 8, 2026, the Landlord's representative (the "Representative") participated in a teleconference hearing. I called the Tenant; however, there was no answer. I waited ten minutes, and the hearing proceeded in the Tenant's absence. The Representative confirmed she received a copy of the evidence package and that everything she had submitted to the Rental Office was included.

ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Has the Landlord established cleaning and repair claims against the Tenant?

ANALYSIS

A. Does the Tenant owe the Landlord rent?

- [17] The Representative stated that when the Tenant vacated the Unit, the Tenant owed the Landlord \$922.00 in rent. The Tenant's \$896.00 rent payment for June 2025 was returned as NSF, and the Landlord incurred a \$25.00 NSF fee. The Tenant also had \$1.00 in rental arrears. The Tenant's rental ledger was submitted as evidence.
- [18] The Representative also submitted a message she sent to the Tenant confirming that she had vacated the Unit on June 30, 2025.
- [19] Based on the Landlord's undisputed evidence, I find that the tenancy between the parties ended on June 30, 2025. Therefore, I find that the Tenant owes the Landlord \$922.00 in rent and NSF fees, calculated as: (\$896.00 rent + \$25.00 NSF + \$1.00 arrears).

B. Has the Landlord established cleaning and repair claims against the Tenant?

- [20] 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.*

- [21] The Representative stated that the Landlord is seeking \$2,130.00 in compensation because the Unit was not cleaned upon the Tenant's move-out, and that repairs were required. An inspection report from December 19, 2019, move-out photographs of the Unit, and a June 30, 2025, cleaning and repair invoice were submitted as evidence.
- [22] The Representative stated that the Tenant and the Former Tenant moved into the Unit together in December 2019. The Former Tenant later moved out of the Unit, and a new tenancy agreement was entered into with the Tenant on May 1, 2024. The Representative stated that an inspection of the Unit was completed when the tenancy began in 2019, but another inspection was not completed when the new tenancy agreement was signed in 2024.
- [23] The Representative stated that she emailed the Tenant to schedule a move-out inspection for the Unit, but the Tenant stated that the Landlord could complete the inspection without her.
- [24] The Representative stated that on June 30, 2025, when she entered the Unit for the inspection, a bad smell was present, which was exacerbated by the warm weather. The Representative and the Landlord's other employees were required to wear hazmat gear and respirators to inspect the Unit. There was pet waste in the Unit, rotten meat in a bag in the basement, and rotten food in the fridge. Other areas of the Unit were unclean. Ozone machines were required in the Unit due to the smell.

- [25] The Representative stated the Tenant left furniture and personal belongings in the Unit, which needed to be disposed of. There were stickers on the walls that caused damage when removed, and the Tenant painted some walls without permission, requiring the Unit to be repainted. The Unit and yard were not cleaned, and the Unit's keys were not returned. The Representative stated that the Landlord also repaired additional damage in the Unit, such as refinishing the floors, that the Landlord did not claim.
- [26] I find that the Representative's undisputed evidence establishes valid claims against the Tenant for cleaning and repairs totalling \$2,130.00.
- [27] In particular, I find that the Landlord's photographs establish that the Unit was left unreasonably clean and damaged beyond reasonable wear and tear, contrary to clause 39(2)(a) of the Act.

CONCLUSION

- [28] I find that the Landlord's total established rent owing claim, plus the NSF fee, is \$922.00.
- [29] The Landlord has established its claims for cleaning and repairs in the total amount of \$2,130.00.
- [30] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$895.08.
- [31] The Tenant must pay the Landlord \$ 2,156.92 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, including interest, in the amount of \$895.08.
2. The Tenant must pay the Landlord \$2,156.92 by February 17th, 2026.

DATED at Charlottetown, Prince Edward Island, this 15th 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.