

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 and additional compensation for a total claim of \$6,098.51.

DISPOSITION

- [3] The Landlord has established a compensation claim of \$1,895.40.
- [4] The Landlord will keep the security deposit, including interest, in the amount of \$1,727.11.
- [5] The Tenants must pay the Landlord \$168.29 by the timeline below.

BACKGROUND

- [6] The Unit is an apartment in a building managed by the Landlord.
- [7] On August 24, 2024, the parties entered into a one-year written fixed-term tenancy agreement for the Unit from September 1, 2024, to August 31, 2025. Rent of \$1,670.00 was due on the first day of the month. A \$1,670.00 security deposit was paid upon signing the tenancy agreement.
- [8] On August 26, 2025, the Tenants moved out of the Unit. The parties dispute the tenancy's end date.
- [9] On September 9, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit, rent owing, and additional compensation. A copy was served to the Tenants on the same date.
- [10] On October 2, 2025, the Landlord filed an amended application with the Rental Office seeking to keep the security deposit, rent owing, and additional compensation (the "Application"). A copy was served to the Tenants on the same date.
- [11] On October 29, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for December 16, 2025.
- [12] On December 5, 2025, the Rental Office shared a 167-page PDF evidence package with the parties via TitanFile.
- [13] On December 16, 2025, the Landlord's representative (the "Representative") and the Tenants joined the teleconference hearing. The Tenants stated that they were unable to participate in the hearing due to a language barrier. The Tenants did not request that the Rental Office provide a translator before the hearing. The hearing was postponed and converted to a paper-based hearing, upon the parties' agreement.
- [14] On December 19, 2025, the Rental Office sent the parties notice of a paper-based hearing. The parties were provided with a submission deadline of January 9, 2026.
- [15] After the hearing, the Tenants submitted additional evidence, which was shared with the Landlord. No further submissions were received from the Landlord.

ISSUES

- A. Has the Landlord established a rent owing claim against the Tenants?
- B. Has the Landlord established cleaning and repair claims against the Tenants?

ANALYSIS**A. Has the Landlord established a rent owing claim against the Tenants?**

- [16] The Representative stated that the Tenants owe the Landlord \$1,670.00 in outstanding rent for September 2025, because they failed to provide proper notice to end the fixed-term tenancy agreement. He stated the Tenants provided notice on August 22, 2025, and moved out of the Unit on August 26, 2025.
- [17] After the Tenants moved out, the Landlord was required to repair the Unit, due to damages caused by the Tenants. The Landlord found new tenants to re-rent the Unit for October 15, 2025.
- [18] The Tenants stated that their tenancy agreement ended on August 31, 2025, and they moved out on August 26, 2025, which was before the end of the tenancy agreement. The Tenants dispute that they owe rent or that the Landlord should keep the security deposit for rent owing.
- [19] 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.*
- [20] I find that the Tenants failed to provide the Landlord proper notice under subsection 55(3) of the Act.
- [21] The evidence establishes that the Tenants provided the Landlord notice on August 22, 2025, to end the tenancy on August 31, 2025, and vacated on August 26, 2025. However, the Act states that under a fixed-term tenancy, the Tenants were required to provide the Landlord with at least one month's notice, and that notice must be given on or before the day before that rent was payable under the tenancy agreement.
- [22] In this case, the Tenants were required to give the Landlord notice no later than July 31, 2025, to end the tenancy on August 31, 2025, under subsection 55(3). Therefore, I find that the Tenants provided the Landlord insufficient notice to end the tenancy agreement.
- [23] As the Tenants provided notice on August 22, 2025, and the tenancy was renewed as a monthly tenancy agreement on August 31, 2025, I find that the tenancy between the parties ended on September 30, 2025.
- [24] I further find that the Landlord had fulfilled its responsibility to try to reduce (mitigate) rental income losses, under section 46 of the Act. I find that the Landlord has established that the Tenants owe the Landlord rent for September 2025, in the amount of \$1,670.00.

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

- [25] The Representative stated that the Unit was not cleaned upon the Tenants' move-out. He stated that it took 10.5 hours at \$49.00 per hour, plus HST, for a total of \$591.68 to clean the Unit. The Landlord had to clean the floors, walls, trim, fridge, stove, microwave, dishwasher, and the bathrooms. There was broken glass at the front of the Unit, and an odour was present.
- [26] The Landlord incurred \$3,611.43 in repair expenses for the Unit after the Tenants moved out. The repairs consisted of 44.5 hours of labour at \$55.00 per hour plus HST, totalling \$2,814.63. The repairs also required supplies, totalling \$692.87 plus HST, for a total of \$796.80.
- [27] The Landlord had to paint the Unit. There were two burns on the countertop that needed repair. There were also burn marks in the flooring.
- [28] After the Landlord completed the repairs to the Unit, it took four hours at \$49.00 per hour, plus HST, totalling \$255.40, to re-clean the Unit before the next tenants moved in.
- [29] The Tenants did not provide any evidence or submissions regarding the Landlord's cleaning or repair claims.
- [30] 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.

- [31] The Landlord has the onus to prove its claims against the Tenants on a balance of probabilities. This means there must be sufficiently clear and convincing evidence to find that the claims are more likely than not correct.
- [32] All tenancy agreements commencing on or after April 8, 2023, require a pre-tenancy and post-tenancy inspection under sections 18 and 38 of the Act.
- [33] There is insufficient evidence that a pre-tenancy inspection report was completed at the beginning of the tenancy or that the Tenants were offered at least two reasonable opportunities for an inspection. As such, I have insufficient evidence to establish the condition of the Unit at the time the Tenants moved in.
- [34] The Landlord offered to meet the Tenants at the Unit on August 27, 2025, to return the keys; however, the Tenants were unable to meet at that time. The Landlord then inspected the Unit in the Tenants' absence on that date. There is insufficient evidence that the Landlord offered the Tenants at least two reasonable opportunities for a post-tenancy inspection under section 38 of the Act.
- [35] In Order LR25-12, the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding landlords who fail to complete the inspection reports according to the Act (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.”

- [36] The Landlord did not complete the mandatory required move-in inspection report under section 18 of the Act. The Landlord also did not provide photographs of the Unit from the beginning of the tenancy, which are not mandatory, but photographs could have assisted in determining this matter. Therefore, it is unclear whether the uncleanliness or damage, such as that shown in the Landlord’s post-tenancy photographs, existed at the beginning of the tenancy.
- [37] Furthermore, the Landlord provided no direct or witness evidence to establish the Unit’s condition at the time the Tenants moved in.
- [38] Additionally, the Landlord has provided insufficient evidence to explain why the cleaning was not completed in a single step after the repairs, rather than cleaning the Unit before and after the repairs.
- [39] However, based on the evidence, I find that the Landlord’s photographs establish that the Tenants left parts of the Unit below a reasonable standard of cleanliness when they moved out. I find that the Landlord has established that the Tenants must compensate the Landlord for four hours of cleaning at \$49.00 per hour, plus HST, for a total of \$225.40.
- [40] Furthermore, I find that the Landlord has provided insufficient evidence to establish that the Tenants damaged the Unit beyond reasonable wear and tear upon moving out. As noted above, because I have insufficient evidence to establish the Unit’s pre-tenancy condition, it is unclear whether the damages in the Landlord’s evidence existed at the beginning of the tenancy.
- [41] As noted by the Commission, the onus to establish damage claims rests on the Landlord, and a failure to comply with sections 18 and 38 “raises the bar” with regard to the evidence submitted to support the Landlord’s claim. Despite the Tenants making no submissions regarding the cleaning or damage, the onus is on the Landlord to prove its claims. In this case, I find that the Landlord has not provided sufficient evidence to support its claims in their entirety.

CONCLUSION

- [42] I find that the Landlord has established a rent owing claim in the amount of \$1,670.00, and a cleaning claim in the amount of \$225.40, totalling \$1,895.40.
- [43] The Landlord will keep the Tenants’ security deposit, including interest, totalling \$1,727.11.
- [44] The Tenants must pay the Landlord \$168.29 by the timeline below.
- [45] My calculations are as follows:

Item	Amount
Rent owing for September 2025	\$1,670.00
Cleaning	\$225.40
Security deposit	(\$1,670.00)
Interest (Aug. 24/24 – Jan. 16/26)	(\$57.11)
Total	\$168.29

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, totalling \$1,727.11.
2. The Tenants must pay the Landlord \$168.29 by February 19, 2026.

DATED at Charlottetown, Prince Edward Island, this 16th 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.