

INTRODUCTION

- [1] This decision determines the Landlords' financial claims in three applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlords claim against the Tenant for rent owing, furnace oil, damage, cleaning, personal property disposal and lost rental income in the total amount of \$41,606.32.

DISPOSITION

- [3] I find that the Landlords have established a claim in the total amount of \$34,497.12. The Landlords will keep the Tenant's security deposit and pay the Landlords additional compensation as provided below.

BACKGROUND

- [4] The Unit is three-bedroom, two-bathroom single family dwelling that the Landlords purchased in November or December of 1991.
- [5] The Landlords, the Tenant and another tenant entered into a first written, fixed-term tenancy agreement for the Unit from November 3, 2017 to October 31, 2018. Rent in the amount of \$1,500.00 was due on the first day of the month. A security deposit of \$1,500.00 was paid around November 3, 2017. At the end of the fixed-term the tenancy continued on a month-to-month basis.
- [6] On March 8, 2021 the other tenant advised the Landlords that he had moved out of the Unit.
- [7] The Landlords and only the Tenant entered into a second written, fixed-term tenancy agreement for the Unit from March 19, 2021 to March 19, 2022. The \$1,500.00 security deposit from the first tenancy agreement became the security deposit for the second tenancy agreement. At the end of the fixed-term the tenancy continued on a month-to-month basis (the "Tenancy Agreement"). Near the end of the tenancy, rent in the amount of \$1,580.53 was due on the first day of the month.
- [8] On April 11, 2025 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 1, 2025 for non-payment of rent in the amount of \$7,312.12, repeatedly late rent payments, damage to the Unit and a failure to complete repairs.
- [9] On April 15, 2025 the Landlords filed a first *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office with financial claims against the Tenant.
- [10] On May 4, 2025 the Tenant vacated the Unit.
- [11] On May 14, 2025 the Landlords filed a second *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office with financial claims against the Tenant.
- [12] On May 22, 2025 the Landlords filed a third *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office with financial claims against the Tenant. This application also included a request for an order permitting the Landlords to dispose of the Personal Property that was left behind by the Tenant, which was determined in Order LD25-281.
- [13] On June 12, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for July 31, 2025, along with copies of the three applications. The Rental Office telephoned the Tenant but received no response.
- [14] On July 16, 2025 the Rental Office emailed the Tenant regarding documentary evidence for the hearing.

- [15] On July 24, 2025 the Rental Office emailed the parties a 469-page evidence package. The Rental Office telephoned the Tenant but received no response.
- [16] On July 28, 2025 the Rental Office emailed the parties a 53-page supplementary evidence package.
- [17] On July 30, 2025 the Landlords submitted an additional 19 pages of evidence to the Rental Office, which were later emailed to the Tenant. The Rental Office telephoned the Tenant regarding the teleconference hearing but received no response.
- [18] On July 31, 2025 one of the Landlords (the "Landlord") joined the teleconference hearing. I telephoned the Tenant but there was no response and I was unable to leave a voicemail message. I emailed the Tenant an additional copy of the updated notice of hearing and advised that the hearing would be proceeding. The hearing proceeded in the Tenant's absences ten minutes after the scheduled time. The Landlords submitted additional evidence after the teleconference hearing and the Rental Office provided the Tenant with access to this additional evidence.
- [19] On December 3, 2025 the Rental Office emailed the parties notice of a continued teleconference hearing scheduled for December 8, 2025 regarding the Landlords' additional evidence.
- [20] On December 8, 2025 the Landlord participated in a continued teleconference hearing. The Tenant did not participate. The Landlords provided additional evidence after the hearing.

ISSUES

- A. Does the Tenant owe rent to the Landlords?
- B. Must the Tenant pay the Landlords for refilling the Unit's furnace oil tank?
- C. Is the Tenant responsible for damage, cleaning and personal property disposal?
- D. Must the Tenant compensate the Landlords for lost rental income?

ANALYSIS

A. Does the Tenant owe rent to the Landlords?

- [21] The Landlords provided documentation and testimony detailing the amount of rent owing, including annual financial statements, correspondence with the Tenant and e-Transfer documents. The evidence presented establishes that the Tenant owes the Landlords rent in the amount of \$7,516.04 up to May 4, 2025.
- [22] The Landlords' claim for lost rental income after May 4, 2025 is determined below.

B. Must the Tenant pay the Landlords for refilling the Unit's furnace oil tank?

- [23] The Landlord stated that the oil tank was full when the Tenant moved in and it was completely empty when the Tenant moved out. The Landlord referred to clause 4 of the 2017 tenancy agreement which states in part:

"Note: Lessor to fill oil tank at beginning of lease and Lessees to fill oil tank at end of lease."

- [24] The Landlords provided two furnace oil invoices for the amounts of \$119.98 on September 27, 2025 and \$826.31 on October 28, 2025.

- [25] After the Tenant moved out the Landlord noticed that the furnace had been adjusted, covers were removed, and it appeared that someone had tried to work on the furnace. There was an empty gas container nearby and it appeared to the Landlord that someone had been trying to bleed part of the furnace system.
- [26] The Landlord decided to make a first purchase for the minimum amount of oil that would be delivered to test the furnace to make sure it worked before fully filling the tank. The Landlord completely filled the furnace oil tank before the new tenant moved in on November 1, 2025.
- [27] I find that the Landlords have established a total furnace oil claim in the amount of \$946.29.

C. Is the Tenant responsible for damage, cleaning and personal property disposal?

- [28] The Landlords' evidence is summarized as follows.
- [29] The Landlord stated that the Unit was renovated in 2015 "*from top to bottom*" which cost about \$65,000.00.
- [30] The Landlords had three other tenancy agreements from completion of the 2015 renovation until 2017, when the Tenant moved in.
- [31] The Landlord submitted into evidence 53 photographs of the Unit that the Landlord had taken around July 1, 2017. The photographs show that the Unit was clean and undamaged at this time. The Landlords rented the Unit to another tenant for about two months and the Landlord stated that no damage occurred between the time the photographs were taken and the date the Tenant moved in.
- [32] In 2025 it cost the Landlords approximately \$58,248.53 for annual costs and for costs to return the Unit to a rentable condition. The Landlords claim for part of this cost for tenant damage beyond reasonable wear and tear, cleaning and personal property disposal, in the amount of \$23,663.99 (also excluding the Landlords' claims for furnace oil and lost rental income). The Landlords provided evidence regarding the challenges finding contractors to complete work to return the Unit to a rentable condition.
- [33] The Landlord stated that the Landlords are not claiming against the Tenant for reasonable wear and tear damage. For instance, the Landlords are not requesting the cost of exterior painting work completed, in the amount of \$3,200.00. The Landlords had the fascia, soffits and other areas painted for about \$1,700.00. The Landlords re-shingled the exterior building himself. The Landlords painted and pressure treated the deck, the privacy wall and the walkways.
- [34] The Landlords do not seek from the Tenant the cost for repairing floor damage, including scratches to the hardwood flooring. The Landlords are not seeking countertop chip damage repair costs. The Landlords are not claiming against the Tenant for a \$1,000.00 interior cleaning bill.
- [35] The Landlords paid for interior painting of the Unit, in the amount of \$9,775.00. The Landlords only claimed \$920.00 of this amount for repairing wall and ceiling gyproc damage that the Tenant caused.
- [36] The Landlords submitted into evidence an invoice from Rightwire Electric in the amount of \$512.38. The Landlords only claimed \$92.00 of this invoice to account for light fixture damage. The Landlords did not claim against the Tenant for the \$420.38 balance because this amount was to upgrade basement lights to LED lights and the electrician checked some other minor things that were not Tenant damage.

- [37] The Landlord was told by the Unit's cleaner (the "Cleaner") that she has picked up other cleaners from the Unit's basement in the Summer of 2024 to take them to work. The Cleaner told the Landlord that these other cleaners had at least one cat. The Landlords did not give the Tenant permission to sublet the Unit.
- [38] The Tenant also altered the Unit in order to sublet the basement. The Tenant brought doors into the Unit that did not belong to the Landlords and doors remained after the Tenant moved out. The Tenant installed a door to the door frame on the main level which connects to the basement. There was evidence that another door had been installed at the bottom of the stairs because of holes at the bottom of the stairwell. Some of the Landlords' doors were missing, including the master bedroom door. The second bedroom door was removed off the frame and was remounted improperly.
- [39] The Landlords' carpenter, Compass Construction, was able to reduce costs by fixing some doors instead of replacing them.
- [40] The Landlord spent a significant amount of time fixing Tenant subletting damage, disposing of personal property that was left behind, removing alterations to the exterior building, cleaning, assisting contractors, providing contractors with access to the Unit and fixing damaged ceiling tiles.
- [41] Except for three screens in the kitchen, dining room and the living room, every screen in the Unit was broken or missing. Almost all of the light fixtures were missing.
- [42] Around 2020 or 2021 the Landlords had the bathroom ceiling repaired because the Tenant was not running the bathroom fan or opening the window. The Landlords had a carpenter return after the tenancy ended because the Tenant was still not running the fan or opening the window. The ceiling had to be cut out again, the insulation removed and the fan had to be tested by an electrician.
- [43] The Landlords provided additional detailed evidence regarding damage to the Unit that was the Tenant's responsibility.
- [44] The Landlords' evidence establishes that the Tenant is responsible for extensive damage beyond reasonable wear and tear plus cleaning and personal property disposal costs. The Landlords' evidence also establishes that the Landlords have excluded reasonable wear and tear expenses. I find that the Landlords has established their damage, cleaning and personal property disposal claim, in the amount of \$23,663.99.

D. Must the Tenant compensate the Landlords for lost rental income?

- [45] The Tenant vacated the Unit on May 4, 2025. The Landlords did not re-rent the Unit until November 1, 2025, about six months later. The Landlords claim against the Tenant for lost rental income in the amount of \$9,480.00 (six months' rent).
- [46] 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 ended (see Orders LR95-11, LR05-09 and LR20-23 issued by the Island Regulatory & Appeals Commission (the "Commission")).
- [47] 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.
- [48] 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. Clause 85(1)(d) of the *Act* states that after hearing an application a tenant may be ordered to compensate a landlord for a loss suffered as a result of a contravention of the *Act* or the tenancy agreement.

- [49] In Order LR25-25 the Commission found that the tenants were responsible for damage and cleaning in the amount of \$16,213.06. The landlords stated that they were unable to rent the unit for four months while the repairs were completed. The Commission allowed a lost rental income claim of one month's rent, being 25% of the total lost rental income claim.
- [50] In this case the Landlords have established damage, cleaning and personal property disposal claims relatively similar to the amount in Order LR25-25.
- [51] The last major renovation of the Unit was around 10 years before the tenancy ended and the Tenant lived in the Unit for about 7.5 years. It would be expected that there would be a period of vacancy for completing reasonable wear and tear repairs. The Landlords provided evidence, above, of significant repairs completed that the Landlords considered reasonable wear and tear which would have prevented the Unit from being immediately re-rented. The Landlords also provided evidence regarding challenges finding contractors to complete work to bring the Unit to a re-rentable condition.
- [52] In these circumstances I find that a 1.5 month (25% of six months) lost rental income claim is appropriate, in the amount of \$2,370.80 (1.5 months multiplied by \$1,580.53).

CONCLUSION

- [53] The Landlords have established a total claim of \$34,497.12, calculated as follows:

Item	Amount
Rent owing	\$7,516.04
Furnace oil	\$946.29
Damage, cleaning and personal property disposal	\$23,663.99
Lost rental income	\$2,370.80
Total:	\$34,497.12

- [54] The Landlords will keep the Tenant's security deposit, including interest to the date of this decision, in the amount of \$1,665.92. The Tenant will pay the Landlords additional compensation in the amount of \$32,831.20 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenant's security deposit, in the amount of \$1,665.92.
2. The Tenant will pay the Landlords additional compensation, in the amount of \$32,831.20, by February 27, 2026.

DATED at Charlottetown, Prince Edward Island, this 19th 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.