

## 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 seeks compensation against the Tenants for rent owing, income loss, cleaning, garbage removal and replacement costs for appliances, in the total amount of \$8,507.30.

## DISPOSITION

- [3] The Landlord has established valid claims against the Tenants for rent owing, cleaning and garbage removal in the total amount of \$2,238.95.

## BACKGROUND

- [4] The Unit is a three-bedroom, one-bathroom single-family home.
- [5] On August 6, 2025 the parties signed a written, fixed-term tenancy agreement for the period of August 15, 2025 to July 31, 2026. Rent in the amount of \$1,895.00 was due on the first day of the month. A \$1,895.00 security deposit was required but not paid.
- [6] On August 15, 2025 the Tenants moved into the Unit.
- [7] On August 20, 2025 the Tenants vacated the Unit.
- [8] On August 25, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* effective September 14, 2025 (the "Notice") for non-payment of rent. The Notice was served by email.
- [9] On September 16, 2025 the Landlord's representative (the "Representative") filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking rent owing and compensation against the Tenants. The Application was served to the Tenants by email.
- [10] On October 31, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for December 11, 2025.
- [11] On December 2, 2025 the Representative amended the Application. The Application was served to the Tenants by email.
- [12] On December 2, 2025 the Rental Office emailed the parties a 33-page PDF evidence package.
- [13] On December 11, 2025 the Representative, the Landlord's two witnesses (the "First Witness" and the "Second Witness") and one of the Tenants, representing the Tenants (the "Tenant") joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included other than a copy of the tenancy agreement which was later included.

## ISSUE

- A. Has the Landlord established claims against the Tenants for rent owing, income loss, cleaning, garbage removal and replacement costs for appliances?

**ANALYSIS**

- [14] The Landlord has the onus to prove its claims against the Tenants on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claim is more likely correct than not.
- [15] The Landlord seeks rent owing, income loss, cleaning, garbage removal and replacement costs for appliances, in the total amount of \$8,507.30. The Landlord's calculations are as follows:

<b>Item</b>	<b>Cost</b>
Pro-rated August 2025 rent (17 days)	\$1,040.00
September 2025 rent	\$1,895.00
NSF fees (\$25.00 x 2)	\$50.00
October 2025 rent	\$1,895.00
November 2025 rent	\$1,895.00
Pro-rated December 2025 rent (12 days @ new rate)	\$656.13
Cleaning	\$217.93
Garbage removal	\$247.50
Microwave replacement	\$351.89
Television replacement	\$458.85
Minus cleaning credit for the Tenants	(\$200.00)
<b>Total</b>	<b>\$8,507.30</b>

- [16] For the reasons below, I find that the Landlord's evidence establishes valid claims for rent owing, cleaning and garbage removal, in the total amount of \$2,238.95.

**Summary of the Evidence**

- [17] The Landlord's evidence was summarized and presented by the Representative.
- [18] The Representative stated that the Tenants moved into the Unit without paying the pro-rated August 2025 rent or the security deposit. The Tenants did not answer any of the attempts to communicate with them. The Representative stated that the Notice was served to the Tenants for non-payment of rent. No move-in or move-out inspection was completed.
- [19] The Representative stated that the Tenants did not pay rent, left the Unit unclean with garbage and stole a microwave and television, which were included in the tenancy agreement.
- [20] The Representative stated that the owner stopped by the Unit on September 5, 2025 and found the Unit to be unlocked.
- [21] The Representative stated that the Landlord had difficulty re-renting the Unit. The Unit was re-rented on December 13, 2025 at a lower rent rate of \$1,695.00.
- [22] The First Witness stated that he went to the Unit on August 28, 2025 and found the Unit vacant.
- [23] The First Witness denied the Tenant's submission (see below) regarding discussing a lower rent rate.

- [24] The Second Witness stated that he went to the Unit on November 24, 2025. The Second Witness stated that some items were left behind by the Tenants and that he could not find the microwave or one of the televisions.
- [25] The Tenants' evidence was summarized and presented by the Tenant.
- [26] The Tenant stated that they are not disputing owing pro-rated August 2025 rent. The Tenant also did not dispute that the Unit needed some cleaning, however, the Unit was very dirty when the Tenants moved into the Unit.
- [27] The Tenant disputed owing rent until mid-December 2025. The Tenant also disputed the Representative's claims that the Tenants took items from the Unit.
- [28] The Tenant stated that they vacated the Unit on August 20, 2025.
- [29] The Tenant stated that the First Witness brought the Unit to their attention as the First Witness was the property manager for their former rental unit. The Tenant stated that the First Witness negotiated a lower rent rate for the Unit.
- [30] The Tenant stated that they took three days to clean the Unit and took garbage outside.
- [31] The Tenant stated that she remembers the microwave being dropped off in its box, however, she did not touch it because she was in the process of vacating the Unit.
- [32] The Tenant stated that the television was mounted on the wall and is unsure what happened with it. The Tenant stated that she would not be able to fit a television in her vehicle as she was driving to another province.

### Determination

- [33] I find that the evidence establishes that the Tenants moved into the Unit on August 15, 2025 and vacated the Unit on August 20, 2025. The Tenants did not inform the Landlord that they vacated the Unit and did not provide sufficient notice to end the fixed-term agreement under subsection 55(3) of the *Act*.
- [34] I further find that the Landlord served the Tenants with the Notice on August 25, 2025 effective September 14, 2025 for non-payment of rent. The Notice ended the tenancy on September 14, 2025.

### Rent claim: Pro-rated August 2025 rent and pro-rated September 2025 rent

- [35] As a result, I find that the Tenants are responsible for paying the Landlord pro-rated rent for August 2025 (\$1,039.19) and pro-rated September 2025 rent (\$884.33). Included in these claims are two NSF fees, which are established (\$25.00 x 2).

### Rent claim: September 15, 2025 to December 12, 2025

- [36] The Landlord also claims for lost rental income based upon the Tenants vacating the Unit without sufficient notice and being unable to re-rent the Unit until December 13, 2025.
- [37] 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 and Appeals Commission (the "Commission")).

- [38] On April 8, 2023 the *Rental of Residential Property Act* was repealed by the current legislation, the *Act*, which expanded the remedies that the Rental Office can award after hearing an application.
- [39] 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.
- [40] In Order LR25-25 the Commission found that the tenants were responsible for undue damage and cleaning in the amount of \$16,213.06. The landlords stated that they were unable to rent the rental unit for four months while the repairs were completed. The Commission allowed a lost rental income claim for one month's rent.
- [41] In this case, the evidence establishes that the Tenants vacated the Unit on August 20, 2025, and the tenancy ended September 14, 2025 due to the Notice.
- [42] The Landlord claims for rent up to December 12, 2025.
- [43] The Representative stated that the Landlord had trouble re-renting the Unit as it was advertised since September 5, 2025.
- [44] I find that the Landlord's evidence does not establish that the Tenants damaged or left the Unit in such an unclean condition that were as extensive in the damage claim established in Order LR25-25.
- [45] I find that the condition of the Unit at the end of the tenancy does not support a lost rental income claim. Further, I find that the Tenants' insufficient notice also does not support a lost rental income claim because the Landlord served the Tenants with the Notice ending the tenancy effective September 14, 2025.
- [46] Therefore, this claim is denied.

#### **Cleaning and garbage removal**

- [47] I find that the parties disputed some of the details regarding the condition of the Unit at the end of the tenancy, however, I find that the Tenants did not dispute that the Unit may have required additional cleaning.
- [48] The Landlord claims \$465.43.
- [49] The Landlord's witnesses provided some testimony about what they witnessed when they arrived at the Unit after the tenancy had ended.
- [50] I find that the Landlord's claims for cleaning and garbage removal are allowed with the \$200.00 deduction supported by the evidence.
- [51] The Landlord's claim is allowed in the net amount of \$265.43.

#### **Cost to replace missing microwave and television**

- [52] The Landlord is seeking \$351.89 to replace a microwave and \$458.85 to replace a television.
- [53] The evidence establishes that the microwave and the television were included in the tenancy agreement. The television is mentioned in the tenancy agreement, whereas the Tenant accepted that the microwave as being delivered to the Unit.

- [54] The Representative alleges that the Tenants took the items from the Unit.
- [55] The Tenants denied the allegations.
- [56] I find that the Landlord has not provided sufficient evidence to establish that the Tenants removed these items from the Unit. Despite the Landlord's witnesses' testimonies, and the Representative's inferences, I find that there is no direct and/or objective evidence to establish that the Tenants were responsible for removing or taking these items from the Unit. Therefore, these claims are denied.

## CONCLUSION

- [57] The Application is allowed in part.
- [58] The Landlord has established valid claims against the Tenants for rent owing, cleaning and garbage removal in the total amount of \$2,238.95. My calculations are as follows:

Item	Cost
Pro-rated August 2025 rent (17 days / 31 days x \$1,895.00)	\$1,039.19
Pro-rated September 2025 rent (14 days / 30 days x \$1,895.00)	\$884.33
NSF fees (\$25.00 x 2)	\$50.00
Cleaning & garbage removal	\$465.43
Minus cleaning credit	(\$200.00)
<b>Total</b>	<b>\$2,238.95</b>

- [59] There is no security deposit to deduct from this claim.

## Pre-Tenancy & Post-Tenancy Inspection Reports

- [60] I find that the Landlord did not complete a pre-tenancy or post-tenancy inspection report. The inspection report is a *Form 5 Landlord Condition Inspection Report* (available on the Rental Office's website).
- [61] In Order LR25-12 the Commission made the following comment regarding landlords who fail to complete the inspection reports (paragraph 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.*

**IT IS THEREFORE ORDERED THAT**

1. The Tenants must pay the Landlord \$2,238.95 by February 23, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 23rd day of January, 2026.

(sgd.) Cody Burke

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**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.