

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 an order against the Tenant for cleaning and damage in the amount of \$2,415.05.

DISPOSITION

- [3] I find that the Tenant must pay the Landlord the amount of \$2,415.05 by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom unit in a five-unit building (the "Residential Property").
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from September 20, 2024 to August 31, 2025 (the "Tenancy Agreement"), which then continued on a monthly basis. A security deposit of \$1,195.00 was paid on September 23, 2024. Rent in the amount of \$1,195.00 was due on the first day of the month.
- [6] On September 4, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of September 24, 2025 (the "Notice") for non-payment of rent, in the amount of \$1,195.00.
- [7] The Landlord and the Tenant were parties to an earlier Rental Office dispute. On October 21, 2025 Orders LD25-381 and LD25-382 were issued. The Tenant was required to vacate the Unit by October 28, 2025 and pay the Landlord rent owing in the amount of \$1,774.35 by November 21, 2025.
- [8] The Tenant vacated the Unit by October 28, 2025.
- [9] On November 6, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking compensation for cleaning and damage, which is determined in this decision.
- [10] On December 11, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for February 3, 2026.
- [11] On January 23, 2026 the Rental Office telephoned the Tenant and left voicemail messages regarding evidence submissions. The Rental Office also emailed the Tenant regarding evidence submissions.
- [12] On January 28, 2026 the Rental Office emailed the parties a 78-page evidence package.
- [13] On February 3, 2026 the Landlord's representative (the "Representative") joined the teleconference hearing for determination of the Application. I telephoned the Tenant but I received no response. I emailed the Tenant an additional copy of the evidence package and informed the Tenant that the hearing would proceed ten minutes after the scheduled time. The hearing then proceeded in the Tenant's absence. The Representative confirmed that all evidence that the Landlord submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Must the Tenant compensate the Landlord for cleaning and damage?

ANALYSIS

[14] The Representative stated that the Tenant did not pay the Landlord any of the rent owing previously ordered in Order LD25-382 and the Landlord has kept the security deposit for part of the previously ordered rent owing.

[15] As a result, there is no security deposit offset in this decision.

[16] Clause 39(2)(a) of the *Act* sets out the cleanliness and damage standards 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...*

[17] At the hearing the Representative reviewed the photographs, invoices, receipts, maintenance time summary, inspection report and other documents submitted to the Rental Office. The Tenant did not participate in this proceeding to dispute the Landlord's evidence. The evidence presented establishes that the Tenant left the Unit in a condition that was not reasonably clean and caused damage exceeding reasonable wear and tear.

[18] Upon review of all the evidence, I find that the Landlord's \$2,415.05 claim is supported, and the Tenant must pay the Landlord this amount by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the amount of \$2,415.05 by March 4, 2026.

DATED at Charlottetown, Prince Edward Island, this 4th day of February, 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.