

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 to keep the Tenant's security deposit plus additional compensation for rent owing, repairs, garbage removal and cleaning, in the total amount of \$3,457.03.

DISPOSITION

- [3] The Landlord has established claims against the Tenant, in the total amount of \$2,526.84.
- [4] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$815.80. The Tenant will also pay the Landlord additional compensation, in the amount of \$1,711.04 by the timeline below.

BACKGROUND

- [5] The Unit is a one-bedroom, one-bathroom apartment in a 14-unit building (the “Residential Property”).
- [6] On March 11, 2025 the parties entered into a written, fixed-term tenancy agreement from March 11, 2025 to March 31, 2026. Rent in the amount of \$796.00 was due on the first day of the month. A \$796.00 security deposit was paid. On May 1, 2025 the rent increased to \$814.00.
- [7] On May 8, 2025 the Landlord's representative (the “Representative”) served the Tenant with a *Form 4(A) Eviction Notice* effective June 8, 2025 (the “Notice”) for causing damage to the Unit. I note that the effective date is automatically corrected to June 30, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 61(3).
- [8] On or around June 17, 2025 the Tenant vacated the Unit.
- [9] On July 7, 2025 the Representative emailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking to keep the security deposit and additional compensation. The Application also requested to dispose of the Tenant's abandoned personal property, however, the Representative withdrew this claim.
- [10] On July 8, 2025 the Application was considered filed with the Rental Office.
- [11] On November 3, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for December 18, 2025.
- [12] On December 11, 2025 the Rental Office emailed the parties a 37-page PDF evidence package.
- [13] On December 16, 2025 the Rental Office emailed the parties an updated notice of teleconference hearing scheduled for January 29, 2026.
- [14] On January 19, 2026 the Rental Office emailed the parties an updated evidence package.
- [15] On January 29, 2026 the Representative joined the teleconference hearing for determination of the Application. I telephoned the Tenant but I received no response. The hearing proceeded ten minutes after the scheduled time in the Tenant's absence. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Tenant did not submit any evidence. The Tenant emailed the Rental Office dated May 25, 2025. The email was included in the evidence under Director's Evidence.

ISSUE

- A. Has the Landlord established rent owing, repairs, garbage removal and cleaning claims against the Tenant?

ANALYSIS

- [16] The Landlord has the onus to prove its claims against the Tenant on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.
- [17] The Landlord is seeking rent owing for June 2025 and July 2025, repairs, garbage removal and cleaning, in the total amount of \$3,457.03.

Rent owing

- [18] The Landlord is seeking \$1,628.00 in rent owing, which includes \$814.00 for June 2025 and \$814.00 for lost rental income for July 2025.
- [19] The Representative stated that the Tenant stated through Facebook messenger that she moved out of the Unit on June 17, 2025. However, the Representative stated that the Tenant did not return the keys. The Representative stated that he attempted to contact the Tenant many times regarding her returning the keys. The Representative stated that he ultimately had to break the Unit's lock. The Representative stated that he regained possession of the Unit on July 7, 2025.
- [20] The Unit was re-rented on August 14, 2025.
- [21] Subsection 19(1) requires a tenant to pay rent when it is due. The evidence provided establishes that the Tenant did not pay June's rent when it was due.
- [22] The evidence presented establishes that the Notice would have ended the tenancy on June 30, 2025. However, I find that the evidence also establishes that the Tenant did not return the keys to the Landlord, and that the Landlord did not regain possession of the Unit until July 7, 2025.
- [23] In Order LR26-05 the Island Regulatory and Appeals Commission (the "Commission") commented on a similar set of facts, stating:

*"The Commission is satisfied that the Tenant did not return the keys or otherwise surrendered possession of the Rental Unit to the Landlord. The Commission is, therefore, satisfied to accept the Landlord's evidence that the Tenant occupied the Rental Unit for all of May and June 2025 and finds that the tenancy ended on or about July 3, 2025, when the Landlord, after giving notice, entered the Rental Unit and determined that the Tenant had moved out."*¹

- [24] In this case, I find that the Tenant is responsible for rent owing for June 2025, in the amount of \$814.00 and pro-rated lost rental income for July 2025, in the amount of \$183.81 (7 days divided by 31 days multiplied by \$814.00).
- [25] Therefore, the rent claim is allowed in part, in the total amount of \$997.81.

¹ Paragraph 24.

Repairs, garbage removal and cleaning

- [26] The Landlord is seeking \$1,829.03 in compensation for repairs, garbage removal and cleaning, calculated as follows:

Item	Amount
Remote control of heat pump	\$149.50
Lock set and vanity light	\$319.70
Mirror	\$74.74
Window screen	\$40.25
Toilet	\$310.49
Toilet spot cleaning and toilet installation	\$534.35
Deep clean of Unit	\$100.00
Garbage removal	\$300.00
Total	\$1,829.03

- [27] Clause 39(2)(a) of the Act provides the cleanliness and damage standard 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...*

- [28] The Landlord's evidence establishes that the Unit was damaged beyond reasonable wear and tear and was not reasonably clean. The Landlord's evidence included photographs of the Unit at the end of the tenancy, invoices and receipts for the claimed amounts.
- [29] The Representative stated that the only receipt missing from the evidence was the \$300.00 garbage removal fee. The Representative responded to the Director's evidence regarding the Tenant's submission that someone broke into the Unit and damaged the bathroom, particularly the toilet.
- [30] The Representative stated that he believes the individual she is referring to was the Tenant's boyfriend. The Representative stated that he was unaware of the damage at the time and the Tenant did not inform him of the damage.
- [31] I find that the evidence presented established the Landlord's claims. Despite the description "deep cleaning" I find that in this case the photographs and the total amount charged is reasonable and that the cleaning efforts completed brought the Unit to a reasonably clean standard.
- [32] I do not find the evidence supports the Landlord's \$300.00 garbage removal fee. The photographs do show garbage left behind in the Unit. However, without objective and direct evidence to support the Landlord's claimed amount, I cannot award the Landlord the amount sought.
- [33] The Landlord's repair and cleaning claims are allowed, in the total amount of \$1,529.03.

CONCLUSION

- [34] The Landlord has established claims for rent owing, repairs and cleaning, in the total amount of \$2,526.84 (\$997.81 + \$1,529.03).

[35] The Application is allowed in part. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$815.80. The Tenant will pay the Landlord additional compensation, in the amount of \$1,711.04 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$815.80.
2. The Tenant will pay the Landlord \$1,711.04 by April 2, 2026.

DATED at Charlottetown, Prince Edward Island, this 2nd day of March, 2026.

(sgd.) Cody Burke

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.