

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 regarding additional compensation for rent owing, cleaning and damage in the total amount of \$3,093.68.

DISPOSITION

- [3] I find that the Landlord has established a total additional compensation claim in the amount of \$3,093.68. After deducting security deposit interest of \$18.19, the net amount payable by the Tenant is \$3,075.49.

BACKGROUND

- [4] The Unit is a two-bedroom, two-bathroom single family dwelling.
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from October 1, 2025 to September 30, 2026 (the "Tenancy Agreement"). A security deposit of \$1,795.00 was paid in two installments of \$950.00 on September 16, 2025 and \$845.00 on September 19, 2025. Rent in the amount of \$1,795.00 was due on the first day of the month.
- [6] On January 6, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 26, 2026 for non-payment of rent, in the amount of \$1,795.00.
- [7] On January 27, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking rent owing and an eviction order.
- [8] On February 19, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for March 10, 2026. The Rental Office made telephone calls to the Tenant but was unable to speak with the Tenant or leave a voicemail message.
- [9] On February 22, 2026 the Tenant vacated the Unit.
- [10] On February 25, 2026 the Landlord amended their claim seeking rent owing and additional compensation for rent owing, cleaning and damage, which was further amended on March 3, 2026 and March 12, 2026 (the "Application"). The claim for an eviction order was removed.
- [11] On February 27, 2026 the Rental Office sent the parties notice of an updated teleconference hearing scheduled for March 10, 2026.
- [12] On March 6, 2026 the Rental Office sent the parties notice of a hearing rescheduled for March 12, 2026 and a 74-page PDF evidence package.
- [13] On March 12, 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 parties informing 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 rent owing, cleaning and damage?

ANALYSIS

- [14] The evidence establishes that the Tenant did not pay the Landlord January 2026 rent and the Tenant agreed to the Landlord keeping the security deposit for this rent in a February 8, 2026 text-message.
- [15] As a result, there is no security deposit offset in this decision except for security deposit interest to the date of the February 8, 2026 agreement, in the amount of \$18.19.
- [16] The Landlord's evidence establishes that the Tenant did not pay rent from February 1 to 22, 2026, in the amount of \$1,410.36 (22 days divided by 28 days multiplied by \$1,795.00).
- [17] 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...*
- [18] At the hearing the Representative reviewed the photographs, invoices, receipts, cleaning time records, maintenance time records and other documents submitted to the Rental Office.
- [19] The Representative provided evidence that the Tenant had a significant number of pets in the Unit. The Landlord's photographs show that significant cleaning would be required to clean up after the pets. The photographs also show damaged areas in several parts of the Unit.
- [20] The Tenant did not participate in this proceeding to dispute the Landlord's evidence.
- [21] I find that the evidence presented establishes that the Tenant left the Unit in an unclean and damaged condition. The Landlord has established a cleaning and damage claim of \$1,683.32.
- [22] The Landlord has established a total claim of \$3,093.68. After adjusting for the security deposit interest, the Tenant must pay the Landlord the net amount of \$3,075.49, by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit interest, in the amount of \$18.19.
2. The Tenant must pay the Landlord additional compensation in the amount of \$3,075.49 by April 17, 2026.

DATED at Charlottetown, Prince Edward Island, this 17th day of March, 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.