

INTRODUCTION

- [1] This decision addresses an application filed by the Landlord with the Residential Tenancy Office (the “Rental Office”) pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The parties agreed that the Landlord will keep the Tenant’s security deposit, in the amount of \$1,986.21. However, the Landlord did not include the incurred interest in its deduction.
- [3] The Landlord seeks compensation exceeding the security deposit for unpaid rent, cleaning and garbage removal, in the total amount of \$1,202.03.

DISPOSITION

- [4] The Landlord’s claims are established, in part, in the total amount of \$986.41. The Landlord will keep the incurred interest on the Tenant’s security deposit, in the amount \$37.45.
- [5] The Tenant will pay the Landlord the remaining balance, in the amount of \$948.96, in accordance with the timeline below.

BACKGROUND

- [6] The Unit is three-bedroom, one-bathroom apartment located in a triplex (the “Residential Property”) managed by the Landlord.
- [7] On July 16, 2025, the parties signed a written, fixed-term tenancy agreement from August 5, 2025 to July 31, 2026. Rent in the amount of \$1,986.21 was payable on the first day of the month.
- [8] On July 23, 2025, the Tenant paid the Landlord a security deposit, in the amount of \$1,986.21.
- [9] On November 24, 2025, the Landlord e-mailed a *Form 2(B) Landlord Application to Determine Dispute* to the Tenant and the Rental Office seeking vacant possession of the Unit and rent owing.
- [10] On December 9, 2025, the Rental Office e-mailed the parties notice of a teleconference hearing scheduled for January 13, 2026.
- [11] On December 30, 2025, the Landlord e-mailed an amended *Form 2(B) Landlord Application to Determine Dispute* to the Tenant and the Rental Office, updating the amount of rent owing.
- [12] On January 2, 2026, the Rental Office e-mailed the parties an updated notice of a teleconference hearing scheduled for January 13, 2026.
- [13] On January 8, 2026, the Tenant vacated the Unit because of an eviction notice for non-payment of rent.
- [14] On January 15, 2026, the Landlord e-mailed the Tenant and the Rental Office an amended *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking compensation exceeding the security deposit for unpaid rent, cleaning and garbage removal.
- [15] On February 5, 2026, the Rental Office e-mailed the parties a new notice of teleconference hearing scheduled for March 3, 2026.
- [16] On February 13, 2026, the Rental Office e-mailed the parties a 92-page PDF evidence package. The Rental Office also sent the Tenant a TitanFile link to the evidence package on February 17, 2026.

- [17] On March 3, 2026, the Landlord's representative (the "Representative") participated in the hearing. I telephoned and e-mailed the Tenant but did not receive a response. After ten-minutes the hearing proceeded in the Tenant's absence. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package.
- [18] After the hearing the Landlord submitted one additional document into evidence, an invoice for cleaning. The additional document was forwarded to the Tenant but the Tenant did not respond to the additional evidence.

ISSUE

- A. Whether the Landlord has established, on a balance of probabilities, an entitlement to unpaid rent, cleaning and garbage removal costs against the Tenant?

ANALYSIS & FINDINGS

- [19] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the Landlord has the onus to prove each of their claims on the civil standard of a balance of probabilities.
- [20] The Landlord is seeking compensation exceeding the security deposit for unpaid rent, cleaning and garbage removal, in the total amount of \$1,202.03, calculated as follows:

Item	Amount
Outstanding rent	\$2,409.99
Cleaning	\$563.50
Garbage removal	\$214.75
Total	\$3,188.24
Deduct security deposit	(\$1,986.21)
Net total	\$1,202.03

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

Rent Owning

- [22] The evidence presented establishes that the Tenant owes rental arrears from October 2025 to January 8, 2026, in the total amount of \$2,409.99. The Landlord submitted into evidence the "Tenant Statement" showing the rent roll for the Unit throughout the tenancy.
- [23] After deducting the full amount of the Tenant's security deposit from the rental arrears, the Tenant owes \$423.78. I find that the Landlord has established this claim.

Cleaning & garbage removal

- [24] The Representative stated that the Tenant vacated the Unit on January 8, 2026. The Representative stated that through written communication the Tenant agreed that the Landlord could keep the Tenant's security deposit and the Tenant confirmed that she did not want to attend the move-out inspection.

- [25] On January 12, 2026, a move-out inspection was completed. The Landlord submitted into evidence a *Form 5 Landlord Condition Inspection Report* and photographs into evidence. The Landlord also submitted an invoice for cleaning, in the amount of \$347.88, and \$214.75 in garbage removal fees.
- [26] The Representative stated that the cleaning took approximately ten hours to complete and was less than what was originally requested for in the Application.
- [27] The Representative stated that the Tenant vacated the Unit leaving it in a condition below the standard of reasonably clean.
- [28] I find that the evidence presented establishes that the Unit was below the standard of reasonably clean. The photographs, move-out inspection and written submissions of the Landlord's staff establish the cleaning and garbage removal claims. I find these claims are allowed.

CONCLUSION

- [29] The Application is allowed, in part.
- [30] The Landlord has established a total claim of \$986.41.
- [31] The Landlord will keep the incurred interest on the Tenant's security deposit, in the amount of \$37.45.
- [32] The Tenant must pay the Landlord \$948.96 in accordance with the timeline below, calculated as follows:

Item	Amount
Outstanding rent	\$423.78
Cleaning	\$347.88
Garbage removal	\$214.75
Total	\$986.41
Deduct interest (July 23, 2025 - April 13, 2026)	(\$37.45)
Net total	\$948.96

Statutory requirements

- [33] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.
- [34] Subsections 11(1) and (2) of the *Act* set out these requirements, stating:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
 - (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
 - (a) *the provisions set out in Division 4;*
 - (b) *the correct legal names of the landlord and tenant;*
 - (c) *the address of the rental unit;*
 - (d) *the date the tenancy agreement is entered into;*
 - (e) *the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
 - (f) *the services and facilities included in the rent;*

- (g) *the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
- (h) *the name and contact information of any person the tenant is to contact for emergency repairs; and*
- (i) *the agreed terms in respect of*
 - (i) *the date on which the tenancy starts,*
 - (ii) *if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) *if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) *the amount of rent payable for a specified period,*
 - (v) *the day on which the rent is due and the frequency of payment, and*
 - (vi) *the amount of any security deposit and the date the security deposit was or is required to be paid.*

- [35] The Landlord's tenancy agreement uses the term "lessor" for "landlord," and "lessee" for "tenant," which were the terms used in the former residential rental legislation, the *Rental of Residential Property Act*.
- [36] The *Act*, however, is the current legislation and uses the term "landlord" instead of "lessor" and "tenant" instead of "lessee."
- [37] Further, the Landlord's tenancy agreement does not include details of the rent previously charged and services previously provided, which is mandatory information under clause 11(2)(g).
- [38] Included in the Landlord's evidence was a move-out inspection report, which is required under section 38. However, the Landlord did not submit into evidence a move-in inspection report, which is required under subsection 18(1) of the *Act*.
- [39] The Landlord must ensure that they are complying with all requirements under the *Act*.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the incurred interest on the Tenant's security deposit, in the amount of \$37.45.
2. The Tenant will pay the Landlord \$948.96 by May 13, 2026.

DATED at Charlottetown, Prince Edward Island, this 13th day of April, 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.