## INTRODUCTION

[1] This decision addresses an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").

[2] The Landlord seeks $3,703.35 for rent owing and additional compensation, and to keep the security deposit as part of the claim.

## BACKGROUND

[3] The Unit is an apartment in a multi-unit building (the "Residential Property").

[4] On May 23, 2025, the parties entered into a written monthly tenancy agreement for the Unit beginning May 23, 2025. Rent of $1,095.00 was due on the first day of the month. A $1,095.00 security deposit was paid on May 24, 2025.

[5] On April 8, 2026, the Rental Office issued Order LD26-109, which terminated the tenancy effective April 15, 2026.

[6] On April 27, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office (the "Application") seeking rent owing, additional compensation, and to keep the security deposit. A copy of the Application was served electronically.

[7] On May 22, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 23, 2026.

[8] On June 12, 2026, the Rental Office emailed the parties a 37-page PDF evidence package.

[9] On June 23, 2026, the Landlord's representative (the "Representative") participated in the tele-hearing. I telephoned the Tenant but received no answer. I also emailed the Tenant a further copy of the tele-hearing notice. The Tenant did not call into the tele-hearing, and the hearing proceeded 10 minutes after the scheduled time.

[10] The Representative confirmed receipt of the evidence package and stated that all evidence submitted to the Rental Office was included. The Tenant submitted no evidence.

## DISPOSITION

[11] The Landlord will keep the security deposit, including interest, in the amount of $1,127.90.

[12] The Tenant must pay the Landlord $2,301.65 by the timeline below.

## ISSUES

A. Does the Tenant owe the Landlord rent?

B. Must the Tenant compensate the Landlord for repairs and cleaning?

## ANALYSIS & FINDINGS

[13] The Representative stated the tenancy was terminated effective April 15, 2026, under Rental Office Order LD26-109. The Landlord checked the Unit daily until April 15, 2026, and determined that the Tenant had left around that date.

[14] The Representative stated that the Tenant owes the Landlord rent totalling $2,447.50 up to and including April 15, 2026. A rental ledger was submitted as evidence.

[15] The Unit was inspected after the Tenant vacated, and it was found that the Tenant had damaged the Unit's walls. The Landlord was required to patch, sand, and paint the walls.

[16] The Landlord is claiming 13 hours of labour for the repairs, totalling $882.05 ($59.00 / hour + HST). The Landlord submitted a move-in inspection report indicating the walls were in good condition. The Landlord submitted move-out photographs of the Unit showing the repairs in progress.

[17] The Tenant also damaged two window screens. The Landlord had two similar screens in their inventory and is claiming $50.00 / screen, totalling $100.00, for the screen replacements. The Landlord is unsure of the exact cost of the screens because they were surplus supplies.

[18] The Landlord has several vacant units in the Residential Property, including the Unit. The Landlord is determining which units to re-rent next, so the Unit has not yet been cleaned. The Representative stated that he is unsure when the Unit will be cleaned. The Representative estimated that cleaning the Unit would require approximately 6 hours, totalling $379.50 ($55.00 / hour + HST).

[19] Although the Landlord did not know the precise purchase price of the screens, I accept that $50.00 per screen is a reasonable estimate of their replacement value.

[20] I find that the Landlord has established the claims for rent owing ($2,447.50), the wall repair ($882.05), and window screen replacements ($100.00), totalling $3,429.55.

[21] I find that the Landlord has not established the $379.50 cleaning claim. There is no evidence that the Landlord incurred any cleaning expenses as of the hearing date. The Landlord's photographs in evidence depict the Unit during repairs, which appear reasonably clean. There is insufficient evidence, such as a move-out inspection report or move-out photographs, to establish that the Tenant left the Unit below the standard of reasonably clean, contrary to clause 39(2)(a) of the Act. This claim is denied.

[22] The Landlord will keep the security deposit, plus interest, in the amount of $1,127.90 to set off the claims.

## IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, plus interest, in the amount of $1,127.90.

2. The Tenant must pay the Landlord $2,301.65 by August 31, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 16th day of July, 2026.

(sgd.) Mitch King

**Mitch King**
**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.