

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 \$650.00 in rent owing, \$2,088.50 in compensation and to apply the security deposit to set off part of the claim.

BACKGROUND

- [3] The Unit is a room with shared common spaces in the upstairs portion of a house (the “Residential Property”) that the Landlord owns. There is also a separate two-bedroom apartment in the lower portion of the Residential Property.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit for the period of March 1, 2025, to June 30, 2025. The tenancy then continued on a monthly basis. The rent was \$650.00 and was due on the first day of the month. A \$650.00 security deposit was paid on February 28, 2025.
- [5] On March 7, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective March 27, 2026 (the “Notice”), for failing to pay rent of \$650.00. The Notice was served on the Tenant personally.
- [6] On March 31, 2026, the Tenant moved out of the Unit, and the tenancy ended.
- [7] On April 7, 2026, the Landlord emailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking rent owing, to keep the security deposit and additional compensation.
- [8] On June 10, 2026, the Rental Office emailed the parties notice of a tele-hearing for July 7, 2026.
- [9] On June 22, 2026, the Rental Office telephoned the Tenant and left a voicemail with the tele-hearing details.
- [10] On June 24, 2026, the Rental Office shared with the parties four videos and a 92-page PDF (the “Evidence Package”) via TitanFile.
- [11] On July 7, 2026, the Landlord called into the tele-hearing. I telephoned the Tenant and e-mailed him an additional copy of the tele-hearing notice. The Tenant did not call in to the tele-hearing, and it proceeded 10 minutes after the scheduled time.
- [12] The Landlord confirmed receipt of the Evidence Package and stated that all evidence submitted to the Rental Office was included. The Tenant submitted no evidence.
- [13] On July 13, 2026, the Landlord submitted additional evidence, which was forwarded to the Tenant.
- [14] On July 24, 2026, I requested additional submissions from the parties regarding the Landlord’s repair claims. The Landlord’s evidence was shared with the Tenant.
- [15] On August 3, 2026, I requested additional submissions from the Landlord regarding the Landlord’s pest control claim. The Landlord provided additional evidence, which was shared with the Tenant. No further submissions were provided after this date.

DISPOSITION

- [16] The Landlord will keep the security deposit of \$674.34.
- [17] The Tenant must pay the Landlord \$520.16 by the timeline below.

ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Must the Tenant compensate the Landlord for repairs, cleaning, and pest treatment?

EVIDENCE

Landlord's evidence and submissions

- [18] The Tenant and two other tenants ("T1" and "T2") each occupied one of the three bedrooms in the upstairs portion of the Residential Property and shared the common spaces. The Landlord did not complete a move-in inspection report but did provide photos of the Residential Property before the tenants moved in and videos and photographs after the Tenant and T1 moved out. The Landlord also submitted communications between the parties as evidence.
- [19] The Tenant and T1 moved out on March 31, 2026, and their rooms were not re-rented. T2 is still living in the Residential Property until the Landlord decides if she is going to move back in or sell the Residential Property.
- [20] The Tenant did not pay rent for March 2026, and the Landlord seeks \$650.00 for the rent owed.
- [21] The Tenant and T1 damaged the kitchen countertop when cooking, and it cost the Landlord \$227.00 to repair. The Tenant and T1 both agreed in writing to each pay half of this repair expense. T1 paid the Landlord \$113.50, but the Tenant only paid \$30. The Landlord is only seeking compensation of \$83.00 from the Tenant for the remainder of this expense.
- [22] After the Tenant and T1 moved out of the Residential Property, the Landlord was required to repair the living room wall at a cost of \$300.00. T2 told the Landlord that he did not use the living room, and the Landlord is not seeking any compensation from T2 for the living room repair. The Landlord stated she is seeking \$150.00 from the Tenant for half of this expense.
- [23] After the Tenant moved out of the Residential Property, the Landlord was required to repair the Tenant's bedroom wall and closet. The Landlord is seeking compensation of \$180.00 for this expense.
- [24] The handle on the kitchen fridge was damaged, and it cost the Landlord \$40.00 to repair. As all three tenants used the fridge, the Landlord is seeking \$13.00 from the Tenant, which is one-third of the expense.
- [25] The Tenant and T1 left their rooms and the shared common spaces unclean, and they left garbage and furniture in the Residential Property. The Landlord paid a cleaner \$403.00 to clean the Tenant's room, T1's room, and the shared areas. The Landlord is seeking \$201.50, which is one-half of this cleaning expense.
- [26] It took two people two hours, plus approximately \$20.00 in dump fees, to dispose of the garbage, furniture, and items the Tenant left in his room and in the Residential Property. The Landlord is seeking \$80.00 in compensation for the labour and dump fees.

- [27] After the Tenant and T1 moved out, the Landlord found cockroaches and bedbugs in the upstairs portion of the Residential Property where the tenants lived. She stated there are no pests in the downstairs portion of the Residential Property, but the whole house needs to be treated. The Landlord stated it will cost approximately \$4,025.00 to treat the Residential Property, and she is seeking \$1,341.00 from the Tenant, which is one-third of this expense.
- [28] On August 4, 2026, the Landlord submitted additional evidence and stated the first pest treatment was completed on July 31, 2026, and she submitted an updated invoice of \$3,967.50.

ANALYSIS AND FINDINGS

- [29] Clause 39(2)(a) of the Act states

(2) 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.

- [30] The burden of proof lies with the Landlord as the party advancing their claims. The applicable standard is proof on a balance of probabilities. To be successful, the Landlord must establish that the Tenant caused alleged damage beyond ordinary wear and tear; the damage occurred during the Tenant's occupancy; the damage was attributable to the Tenant rather than another cause; and the compensation claimed reasonably flows from that damage.
- [31] The evidence establishes that the Tenant admitted to causing part of the kitchen damage and agreed in writing to pay the Landlord \$113.50 for half of the repair. As the Tenant only paid the Landlord \$30.00, I find that the Landlord has established the \$83.00 kitchen repair claim.

Room damage

- [32] The Landlord submitted photographs and a video of the Tenant's bedroom after the Tenant moved out. There is no evidence the Tenant was sharing the bedroom, and I find that the bedroom was under the Tenant's exclusive control during his tenancy. I find that the Tenant left the bedroom damaged and below the standard of reasonable wear and tear, and that the Landlord's repair claim of \$180.00 is reasonable based on the evidence.

Cleaning

- [33] The Landlord stated the Tenant and T1 left their rooms and the shared common spaces unclean, and the Tenant and T1 left garbage and furniture in the Residential Property. The Landlord is seeking \$201.50, which is one-half of the cleaning expense and \$80.00 for garbage and furniture disposal.
- [34] I find that the Landlord's photographs and videos are sufficient to establish that the Tenant failed to leave the Residential Property reasonably clean and left garbage and furniture in the Residential Property which required disposal.

Living room and fridge

- [35] The Landlord has not established, on a balance of probabilities, that the Tenant was responsible for the living room or fridge damage. The primary difficulty with the Landlord's claims for the living room and fridge damage is the absence of persuasive evidence establishing that the Tenant was responsible for these damages.

- [36] The evidence establishes that the living room and kitchen were shared common areas used by three tenants throughout the relevant period. The Landlord stated that T2 denied damaging the living room, but T2 did not participate in the hearing and was not questioned under oath regarding this matter.
- [37] I find that the living room and kitchen were common areas used by multiple tenants and were not under the Tenant's exclusive control. In these circumstances, where multiple individuals had access to the living room and kitchen, I am unable to conclude, on a balance of probabilities, that the Tenant caused the damages.

Pest control

- [38] The Landlord is seeking that the Tenant pay \$1,341.00 of the pest treatment expense for the Residential Property.
- [39] I find that the Landlord has not established that the Tenant was responsible for the pest infestation. The evidence establishes that three tenants lived in the Residential Property during the relevant period and that the Residential Property was not under the Tenant's exclusive control. Additionally, the Landlord's initial pest company inspection occurred on May 25, 2026, which is almost two months after the Tenant moved out of the Residential Property.
- [40] The Landlord provided no expert or other evidence establishing when the infestation began, how it originated, or that the Tenant introduced it. As such, I am unable to conclude, on a balance of probabilities, that the Tenant caused the pest infestation, or that the Tenant must compensate the Landlord for this expense.

Tenancy agreement

- [41] All tenancy agreements commencing on or after April 8, 2023, require landlords to prepare written tenancy agreements in accordance with sections 10 and 11 of the Residential Tenancy Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements.

Condition inspection report

- [42] The Landlord did not complete a move-in or move-out inspection report of the Unit. All tenancy agreements commencing on or after April 8, 2023, require pre- and post-tenancy inspections. Subsections 18(3) and 38(3) of the Act require a landlord and tenant to complete a pre-tenancy and post-tenancy inspection report – a *Form 5 – Landlord Condition Inspection Report* found on the Rental Office's website.

CONCLUSION

- [43] The Application is allowed in part.
- [44] The Tenant owes the Landlord \$650.00 in rent for March 2026.
- [45] The Landlord has established claims totalling \$544.50 for repairs and cleaning.
- [46] The security deposit, including interest, is \$674.34.
- [47] The amounts are set off, and the Tenant must pay the Landlord \$520.16.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit of \$674.34.
2. The Tenant must pay the Landlord \$520.16 by September 8, 2026.

DATED at Charlottetown, Prince Edward Island, this 6th day of August, 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.