

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 to keep the Tenant's security deposit plus additional compensation for damage, cleaning, rent owing and disposal costs, in the total amount of \$18,326.27.

BACKGROUND

- [3] The Unit is an unfurnished, two-bedroom, one-bathroom apartment located in a four-unit building (the "Residential Property") that the Landlord has managed since November 19, 2021.
- [4] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from December 1, 2025 to November 30, 2026. Rent in the amount of \$1,195.00 was due on the first day of the month. A security deposit of \$1,195.00 was paid on November 24, 2025.
- [5] On January 29, 2026 the Landlord served the Tenant a *Form 4(A) Eviction Notice* with a vacate date of February 28, 2026 (the "Notice").
- [6] On March 11, 2026 the Landlord filed with the Rental Office and served the Tenant with a first *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing and vacant possession of the Unit.
- [7] On March 13, 2026 the Landlord became aware that the Tenant had vacated the Unit.
- [8] On March 27, 2026 the Landlord filed with the Rental Office and served the Tenant with a second *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking rent owing, permission to keep the Tenant's security deposit and additional compensation. The Landlord's financial claims against the Tenant are determined in this decision.
- [9] On April 21, 2026 the Rental Office emailed the parties notice of a tele-hearing scheduled for May 26, 2026.
- [10] On May 8, 2026 the Rental Office sent the parties a 212-page PDF evidence package.
- [11] On May 22, 2026 the Landlord filed with the Rental Office and served the Tenant with a third *Form 2(B) Landlord Application to Determine Dispute* seeking permission to dispose of the personal property that was left behind in the Unit, which was determined in Order LD26-177.
- [12] On May 25, 2026 the Landlord's Representative (the "Representative") participated in the tele-hearing for determination of the applications. I telephoned the Tenant but the Tenant did not answer my call. I left a voicemail message to join the hearing immediately and to telephone the Rental Office's reception if the Tenant had difficulty joining the hearing. I also emailed the Tenant informing that the hearing would proceed ten minutes after the scheduled time regarding the Landlord's applications. The hearing proceeded in the Tenant's absence. The Representative confirmed that he was not aware of any evidence missing from the evidence package, except for a TitanFile email. The Landlord amended the financial claim amount and emailed the amendment to the Tenant.
- [13] On May 29, 2026 I issued Order LD26-177 regarding the Landlord's disposal of personal property application. The Landlord was authorized to dispose of the personal property on or after June 19, 2026. In response to this decision, the Landlord emailed the Rental Office informing that the Tenant had collected her belongings on May 28, 2026.

- [14] Page 13 of the evidence package is a TitanFile email that was included in error. It was replaced by the correct TitanFile email that accompanied the Rental Office's email to the parties with Order LD26-177.

DISPOSITION

- [15] I find that the Landlord has established claims against the Tenant totaling \$14,326.27.
- [16] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,208.19.
- [17] The Tenant must pay the Landlord additional compensation in the amount of \$13,118.08 by September 14, 2026.

ISSUE

- A. Has the Landlord established claims against the Tenant for damage, cleaning, rent owing, property storage and disposal expenses?

ANALYSIS

- [18] The Landlord has the onus to prove its claims against the Tenant on the civil standard of a balance of probabilities.

Undue Damage Repairs

- [19] Clause 39(2)(a) of the *Act* provides the cleaning 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...

- [20] For the reasons below, I find that the Landlord has established claims for undue door, screen, kitchen cabinet, trim, baseboard and floor damage.
- [21] The Tenant did not participate in the hearing to provide testimony regarding the Landlord's claims.
- [22] The Landlord submitted into evidence photographs of the Unit taken on November 3, 2025, near the beginning of the tenancy (EP25 to 41). The photographs generally show the Unit in good condition.
- [23] The tenancy lasted only a few months and limited wear and tear would be expected.
- [24] In January of 2026 the Landlord received a report that the Unit's door was damaged. The Landlord inspected the property and decided to serve the Tenant with the Notice. On February 6, 2026 the door lock was replaced and repairs were completed to strengthen the door where it was broken.
- [25] The Landlord provided photographs near the end of the tenancy showing that electrical plates, kitchen cabinet doors, countertop linoleum, trim, baseboards and flooring were removed. The Unit's door lock was also missing.
- [26] It appeared to the Representative that the Tenant unilaterally decided to complete a major renovation to the Unit without requesting the Landlord's permission.

- [27] The Representative provided evidence on the timeline for repairing the Unit. The Landlord completed door and window screen replacement. The kitchen cabinet doors had to be collected, sanded and re-painted before they were reinstalled. The kitchen countertops were repainted. Most of the Unit's trim was not salvageable. The trim, baseboards and flooring were repaired. The Landlord sanded and painted the walls.
- [28] The Landlord recorded 193 hours for repairing the Unit (EP172) from about March 15, 2026 to April 2, 2026.
- [29] The Tenant's documentary evidence admitted to altering the Unit. The Tenant's April 22, 2026 email (EP212) stated in part as follows:
- "Meanwhile I would finish the flooring I replaced, one room of the two is done
And the cupboards I was refinishing
Etc"*
- [30] The evidence establishes that the Tenant is responsible for significant, undue damage to the Unit. I find that the Landlord's undue damage claims are supported, except for painting the Unit's walls and ceilings.
- [31] The Landlord's November 3, 2025 photographs show limited portions of the Unit's walls. The Landlord's photographs at the end of the tenancy do not show significant damage to the walls and ceilings.
- [32] The March 20, 2026 *Form 5 Landlord Condition Inspection Report (Mandatory)* does not contain specific entries on the first page (EP22) for walls and ceilings. The second page (EP23) states that the bathroom has *"paint flaking on ceiling"* and another report (EP42) states *"some cracks."* It has not been established that the Tenant was responsible for this type of damage.
- [33] One of the Landlord's workers made the following notes on March 20, 2026 (EP148): *"Paint job required. Walls only. Ceiling appeared fine."*
- [34] The Representative was unable to locate a record regarding when the Unit was last painted. The Landlord has managed the Unit since November 19, 2021. The Representative stated that the Tenant's damage caused the Unit to be painted.
- [35] I find that the evidence presented does not establish that the Tenant is responsible for undue wall and ceiling damage. The Landlord included the wall and ceiling repair costs in its repair invoice (EP19). The Landlord's evidence does not have a specific amount for solely the wall and ceiling painting work. Upon a review of all the evidence presented, including the other work completed by the Landlord that was the Tenant's undue damage, I find that a \$4,000.00 reduction of the repair claim is appropriate to account for the painting work, which has not been established to be the Tenant's responsibility.
- [36] The Landlord has established a repair claim in the amount of \$10,868.02 (\$12,207.25 for labour plus \$2,660.77 for materials minus \$4,000.00 regarding wall and ceiling painting).

Cleaning

- [37] The Landlord's photographs show the Unit in clean condition at the beginning of the tenancy.
- [38] The Landlord's photographs in March of 2026 show that the Tenant did minimal to no cleaning before moving out of the Unit. The Tenant left a significant amount of personal property behind.

- [39] The Landlord's cleaner provided the following comment on April 7, 2026 regarding the cleaning work (EP173):

"Oh my, this place is very very dirty, vacuumed up the floors and scrubbed them, cleaned the bathroom and tiles back splash, a heavy scrub for the toilet and tub, cleaned out all the food from the fridge and the stove had old food left behind. Sprayed the stove down and it can sit for the night. Fridge is partially clean but I have to finish up the rest of the cleaning tommow."

- [40] On April 8, 2026 the Landlord's cleaner provided the following additional comments (EP195):

"All cupboards inside were cleaned and washed out bathroom one as well, stove and oven were cleaned, fridge pulled apart and cleaned, all windows and frames washed and cleaned, garbage taken out and floors scrubbed again."

- [41] The evidence presented establishes the Landlord's cleaning claim, in the amount of \$695.75.

Rent Owing

- [42] The Representative stated that the Tenant's rent was paid up to January of 2026. The Landlord claims against the Tenant for February and March 2026 rent, in the amount of \$2,390.00.

- [43] The Tenant's April 22, 2026 email (EP212) acknowledges that rent was owing. The Tenant stated in part:

"I suggested renting until my lease is finished and paying the past and future rent in a lump some"

- [44] I find that the Landlord has established the \$2,390.00 rent owing claim.

Storage Rental Cost and Disposal Expenses

- [45] The Landlord's photographs show that the Tenant left behind a significant amount of personal property in the Unit. The Landlord provided evidence regarding the work required to address this personal property.

- [46] I find that the Landlord has established storage rental and disposal expenses in the amount of \$372.50.

CONCLUSION

- [47] The Landlord has established claims against the Tenant totaling \$14,326.27.

- [48] In the Tenant's April 22, 2026 email (EP211) the Tenant stated that the Landlord could keep the security deposit. As a result, security deposit interest is calculated from November 24, 2025 to April 22, 2026, in the amount of \$13.19. The security deposit, including interest, totals \$1,208.19, which the Landlord will keep.

- [49] The Tenant must pay the Landlord additional compensation in the amount of \$13,118.08 by the timeline below, calculated as follows:

Item	Amount
Repairs	\$10,868.02
Cleaning	\$695.75
Rent owing	\$2,390.00
Storage and disposal expenses	\$372.50
Total:	\$14,326.27
Established claims	\$14,326.27
Security deposit and interest	-\$1,208.19
Additional compensation:	\$13,118.08

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,208.19.
2. The Tenant must pay the Landlord additional compensation in the amount of \$13,118.08 by September 14, 2026.

DATED at Charlottetown, Prince Edward Island, this 14th day of August, 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.