

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 compensation of \$1,800.00 for rent owing, \$150.00 for cleaning, and to keep the security deposit as part of the claim.

BACKGROUND

- [3] The Unit is a room and shared common spaces in a house (the “Residential Property”) owned by the Landlord.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit from February 18, 2026, to September 1, 2026. Rent of \$950.00 was due on the fifth day of the month. The Tenant paid a \$950.00 security deposit at the beginning of the tenancy.
- [5] On May 6, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice*, effective May 26, 2026 (the “First Notice”) for failing to pay rent of \$1,366.50. The First Notice was posted to the Unit’s door.
- [6] On May 28, 2026, the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit, to keep the security deposit, and additional compensation. A copy was posted to the Unit’s door.
- [7] On June 12, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice*, effective July 3, 2026 (the “Second Notice”) for failing to pay rent of \$1,800.00. The Second Notice was posted to the Unit’s door.
- [8] On June 15, 2026, the Landlord filed a second *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit. A copy was posted to the Unit’s door.
- [9] On June 17, 2026, the Landlord filed and served a third *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit and rent owing. A copy was posted to the Unit’s door.
- [10] Sometime between June 27, 2026 and the first week of July 2026, the Tenant moved out of the Unit, and the tenancy ended.
- [11] On July 10, 2026, the Landlord filed and served a fourth *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking to keep the security deposit and additional compensation for rent owing and cleaning. The Landlord served the Tenant electronically.
- [12] On July 27, 2026, the Rental Office emailed the parties a notice of a tele-hearing scheduled for September 3, 2026, to determine the Application. All previous applications were withdrawn.
- [13] On August 20, 2026, the Rental Office shared a 60-page PDF evidence package with the parties via TitanFile.
- [14] On September 3, 2026, the Landlord, the Landlord’s representative (the “Representative”), and the Tenant participated in the tele-hearing. The parties confirmed receipt of the evidence package and that it contained all submitted evidence.
- [15] After the hearing, both parties submitted additional evidence, including a Landlord video of the Unit, messages between the parties, and banking records, which were shared with the other party and added to the record.

DISPOSITION

- [16] The Tenant will pay the Landlord \$1,800.00 in rent owing and \$150.00 for cleaning, totalling \$1,950.00.
- [17] The security deposit plus interest is \$964.89 and is set off against the amount the Tenant must pay the Landlord.
- [18] The Tenant must pay the Landlord \$985.11 by the timeline below.

ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Must the Tenant compensate the Landlord for cleaning?

EVIDENCE**Landlord's evidence and submissions**

- [19] The Landlord stated that he was seeking \$1,800.00 in rent owing, \$150.00 for cleaning, and to keep the security deposit as part of the claim.
- [20] The Landlord stated the Tenant should have paid \$400.00 for part of February 2026 and \$950.00 x 4 months from March to June 2026, totalling \$4,200.00. The Landlord stated that the Tenant paid the security deposit and \$2,400.00 by e-Transfer during the tenancy. The Tenant still owes the Landlord \$1,800.00 in rent. The agreed payment dates and amounts are:

Date	Amount
February 18	\$950.00 cash (Security deposit)
March 31	\$900.00 e-Transfer for rent
May 29	\$1,500.00 e-Transfer from the Tenant's mother for rent

- [21] The Landlord disputes the Tenant's evidence that the Tenant paid:

Date	Amount
February 18	\$400.00 cash
May 12	\$900.00 e-Transfer
May 29	\$900.00 e-Transfer

- [22] The Landlord stated he did not receive the \$400.00 cash payment. The Landlord stated that he had no banking records showing receipt of the other two \$900.00 alleged e-Transfer payments the Tenant stated he sent. The Landlord submitted copies of his banking records from the dates the parties agreed the Tenant paid the Landlord and records from the dates on and around when the Tenant alleges he paid the Landlord. The Landlord also submitted messages between the parties.
- [23] The Landlord stated that the Tenant's evidence is inconsistent with the messages the parties sent during the tenancy. In the messages, the Tenant asked for an email address to send a \$2,100.00 e-Transfer, but later stated he never sent it, and the messages made no mention of paying it in cash.
- [24] On July 1, when the Landlord told the Tenant the amounts still owing, the Tenant didn't mention paying the \$2,100.00 but stated he paid \$400.00 cash for February, whereas in a previous message he said he paid \$475.00.

- [25] The Landlord disputed that he owes the Tenant for any work done in the Residential Property, as it was either not agreed to or not completed.
- [26] The Landlord stated the Tenant left the Unit unclean when he vacated, and he paid a cleaner \$150.00 to clean the Unit. The Landlord submitted a video of the Unit and a cleaning invoice as evidence.
- [27] The Tenant stated that he paid the Landlord:

Date	Amount
February 18	\$950.00 in cash for security deposit
February 18	\$400.00 in cash for February's rent
March 31	\$900.00 by e-Transfer
May 12	\$900.00 by e-Transfer
May 29	\$1,500.00 by e-Transfer from his mother
May 29	\$900.00 by e-Transfer

- [28] The Tenant stated to ignore the \$1,030.00 and \$625.00 payments shown in his banking record evidence, as he later determined he did not send these payments to the Landlord.
- [29] The Tenant stated that he was drinking heavily during the tenancy, so he did not always keep track of the rent payments. He stated that he forgot rent was \$950.00 and only sent payments of \$900.00. He stated that the Landlord would not have let him move into the Unit if he had failed to pay the \$400.00 for the February rent payment.
- [30] The Tenant submitted his bank account records, which he stated show three \$900.00 e-Transfers he sent to the Landlord. The Tenant stated the bank records do not show who received the e-Transfers, but he stated he would not have sent \$900.00 to anyone but the Landlord. The Tenant stated he has no other records showing where the \$900.00 payments were sent.
- [31] The Tenant stated he did repairs for the Landlord that the parties agreed upon. He completed four hours of mould remediation and six hours repairing the stairs. He stated he is owed \$250.00 for the labour and \$100.00 for the mould spray. He stated he did not finish the stair repair.
- [32] The Tenant disputed the Landlord's cleaning claim. He stated that he left some garbage, but the Unit was not that unclean.

ANALYSIS & FINDINGS

A. Does the Tenant owe the Landlord rent?

- [33] I find that the Landlord has established that the Tenant owes the Landlord \$1,800.00 in rent for the reasons below.
- [34] The parties agreed, and the evidence establishes that the Tenant paid the Landlord:

Date	Amount
February 18, 2026	\$950.00 cash for security deposit
March 31, 2026	\$900.00 e-Transfer
May 29, 2026	\$1,500.00 e-Transfer from the Tenant's mother

- [35] Regarding the disputed \$400.00 cash payment and two \$900.00 e-Transfers, I find that the evidence shows the Landlord consistently messaged the Tenant requesting these funds after the Landlord failed to receive them.

- [36] However, I find that the documentary evidence does not support the Tenant's assertion that he paid the Landlord these funds. I find that some of the Tenant's messages to the Landlord regarding his payments were inconsistent with his other messages. Additionally, the Tenant testified that he was drinking heavily during the tenancy and did not always keep track of rent payments. As such, I find some of the Tenant's evidence insufficient and unreliable.
- [37] On May 24, when the Landlord requested \$2,350.00 in outstanding rent, which included "*400 for the half month*," the Tenant replied, "*Ok. So can I get you money this week and get us on track.*" I note that the Tenant did not dispute owing the \$400.00, and the Tenant did not mention the disputed May 12 e-Transfer, which would have made the rent owing less than \$2,350.00 at that time.
- [38] On June 18, the Tenant messaged the Landlord stating that he had paid \$475.00 for February. Then on July 1, the Tenant messaged the Landlord stating that he had paid \$400.00 for February. I note that the May 24, June 18, and July 1 messages are all inconsistent with each other regarding the February rent payment.
- [39] I also find that the evidence does not establish that the Landlord acknowledged receiving a \$2,100.00 payment from the Tenant. On May 26, the Tenant stated he would send "*1400 right now*" and "*700...before the first.*" The next day, the Landlord stated that if the Tenant paid \$2,100.00, it would cover the rental arrears through the end of May. However, no additional messages or banking records establish that the alleged \$2,100.00 was paid to the Landlord.
- [40] Additionally, none of the Tenant's messages to the Landlord, during or after the tenancy, reference sending the two disputed \$900.00 e-Transfers. The Tenant did not reference the two disputed e-Transfers until he submitted evidence for the tele-hearing.
- [41] I acknowledge that the Tenant's banking records show that he e-Transferred \$900.00 to someone on May 12 and May 29. However, the Tenant's banking records do not show who received these funds. Despite providing the Tenant more time after the hearing to submit additional banking records showing who received these funds, such as the e-Transfer emails, the Tenant stated that he did not have any additional supporting banking records.
- [42] The Landlord submitted banking records of funds received before and after these disputed e-Transfer payments, and I note there is no record of the disputed e-Transfer. However, I acknowledge that the absence of a bank record does not necessarily show whether the payments were made.
- [43] Additionally, there is insufficient evidence that the Landlord required the \$400.00 payment before allowing the Tenant to move into the Unit, despite the Tenant's argument that the Landlord would not have let him move in without the payment.
- [44] I find the Landlord's evidence, specifically his testimony, consistent messages to the Tenant regarding rent owing and payments, and banking records, to be more compelling than the Tenant's testimony, inconsistent messages regarding rent owing and payments, and banking records.
- [45] Despite the Tenant stating that the Landlord owes him money for mould remediation and repairs, the Tenant did not file an application seeking compensation for these claims. Additionally, I find that the Tenant did not provide sufficient evidence to establish that these amounts should be offset against the rent owing.
- [46] I find that the Tenant owes the Landlord \$1,800.00 in rent. This claim is allowed.

B. Must the Tenant compensate the Landlord for cleaning?

[47] Clause 39(2)(a) states:

*When a tenant vacates a rental unit, the tenant shall
leave the rental unit reasonably clean and undamaged, except for reasonable wear
and tear.*

[48] The burden of proof lies with the Landlord, as the party advancing the claim. The applicable standard is proof on a balance of probabilities. To be successful, the Landlord must establish that the Tenant left the Unit below the standard of reasonably clean.

[49] I find that the evidence, specifically the Landlord's submitted video of the Unit from after the Tenant moved out, establishes that the Tenant did not leave the Unit reasonably clean when he vacated. The Landlord submitted a cleaning invoice for \$150.00, and I find this to be a reasonable expense to clean the Unit based on the submitted evidence. This claim is allowed.

Tenancy agreement

[50] The tenancy agreement is not on the proper form. Subsections 11(1) and (2) of the Act require the tenancy agreement to be in writing and have the formal requirements listed in subsection 11(2) of the Act. The Rental Office's *Form 1 – Standard Form of Tenancy Agreement* can be found on the Rental Office's website.

CONCLUSION

[51] The Tenant will pay the Landlord \$1,800.00 in rent owing and \$150.00 for cleaning, totalling \$1,950.00.

[52] The security deposit plus interest is \$964.89 and is set off against the amount the Tenant must pay the Landlord.

[53] The Tenant must pay the Landlord \$985.11 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit plus interest of \$964.89.
2. The Tenant must pay the Landlord \$985.11 by October 30, 2026.

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