

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 filed an application seeking an order against the Tenant to keep the security deposit and additional compensation for cleaning and repairs, in the total amount of \$5,200.00. The Landlord later reduced the claims to the total amount of \$3,580.00.

BACKGROUND

- [3] The Unit is a three-bedroom, one-and-a-half-bathroom single family home that the Landlord has owned for about two years.
- [4] The Landlord and the Tenant entered into a first written, one-year-fixed term tenancy agreement that started on December 31, 2024. A security deposit of \$2,400.00 was paid around December 31, 2024.
- [5] On December 23, 2025 the Landlord and the Tenant entered into a second written, fixed-term tenancy agreement from January 1, 2026 to December 31, 2026 (the "Tenancy Agreement"). Rent in the amount of \$2,400.00 was due on the first day of the month.
- [6] On May 31, 2026 the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* (the "Notice") with an effective date of June 30, 2026 and the Tenant later vacated the Unit.
- [7] On July 9, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the Tenant's security deposit plus additional compensation.
- [8] On July 22, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for September 15, 2026.
- [9] On September 9, 2026 the Rental Office provided the parties with access to a 152-page PDF evidence package through TitanFile, which included two Google Drive links for additional Landlord photographic evidence.
- [10] On September 15, 2026 the Landlord and the Landlord's witness (the "Witness") joined the tele-hearing for determination of the Application. I telephoned the Tenant but I receive an error message. I emailed the Tenant an additional copy of the tele-hearing instructions. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time. The Landlord confirmed that they received the evidence package and they were not aware of anything missing that had previously been submitted to the Rental Office.

DISPOSITION

- [11] I find that Landlord has established cleaning and damage claims against the Tenant in the total amount of \$3,580.00.
- [12] The Landlord will keep the Tenant's security, including interest (\$107.34), in the amount of \$2,507.34.
- [13] The Tenant must pay the Landlord additional compensation in the amount of \$1,072.66 (\$3,580.00 minus \$2,507.34) by the timeline below.

ISSUE

- A. Must the Tenant compensate the Landlord for cleaning and damage?

ANALYSIS

- [14] 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...

- [15] The Landlord submitted into evidence a significant number of photographs showing the Unit's condition at the beginning and end of the tenancy. The Landlord also provided inspection reports, correspondence, quotes, summaries and other documents.
- [16] The evidence establishes that the Unit was in a good and clean condition at the beginning of the tenancy. It has also been established that at the end of the tenancy the Tenant left the Unit in a significantly unclean and damaged stated, beyond reasonable wear and tear.
- [17] The Landlord and the Witness, who completed the cleaning work, provided detailed evidence regarding the cleaning and damage repairs. The Witness spent a significant amount of time bringing the Unit to a reasonably clean condition. There was additional cleaning and damage work completed by the Landlord and the Witness that the Landlord did not claim for. I find that the Landlord has established a cleaning and undue damage repair claims in the total amount of \$3,580.00.
- [18] Security deposits accumulate interest in accordance with section 14 of the *Act* and section 3 of the *Residential Tenancy Regulations*.
- [19] The Landlord will keep the Tenant's security, including interest (\$107.34), in the amount of \$2,507.34.
- [20] The Tenant must pay the Landlord additional compensation in the amount of \$1,072.66 (\$3,580.00 minus \$2,507.34) by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$2,507.34.
2. The Tenant must pay the Landlord additional compensation in the amount of \$1,072.66 by October 19, 2026.

DATED at Charlottetown, Prince Edward Island, this 18th day of September, 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.