INTRODUCTION

[1] This decision addresses an application the Landlord filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

[2] The Landlord seeks a monetary order against the Tenant for rent owing, garbage removal and cleaning, totalling $1,142.14. The Landlord also seeks to keep the Tenant's security deposit, including interest to offset the claims.

[3] The security deposit, including interest, totals $876.72.

BACKGROUND

[4] On July 3, 2021, the Tenant paid the Landlord an $800.00 security deposit.

[5] On July 28, 2021 the parties signed a written, fixed-term tenancy agreement from September 1, 2021 to August 31, 2022. At the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of $859.81 was due on the first of the month.

[6] On May 4, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of May 25, 2026 for non-payment of rent (the "Notice").

[7] On May 12, 2026, the Tenant vacated the Unit and the tenancy ended by mutual agreement.

[8] On May 13, 2026, the Landlord e-mailed the Tenant, a co-signer on the tenancy agreement and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking to keep the Tenant's security deposit, including interest and additional compensation for rent owing, garbage removal and cleaning (the "Application").

[9] On July 22, 2026, the Rental Office provided the parties with notice of a tele-hearing scheduled for September 3, 2026.

[10] On August 12, 2026, the Rental Office provided the parties with a 14-page PDF evidence package.

[11] On August 14, 2026, the Landlord e-mailed the Rental Office 35-pages of additional evidence.

[12] On August 17, 2026, the Landlord e-mailed the Tenant the 35-pages of additional evidence.

[13] On September 1, 2026, the Tenant e-mailed the Rental Office a 35-panel presentation and 6-page word document. The Tenant did not submit evidence establishing that the additional evidence was given to the Landlord.

[14] On September 4, 2026, the Rental Office provided the parties with an updated notice of tele-hearing scheduled for October 20, 2026. The parties' evidence deadline was also extended, however, all evidence submitted by a party must be given to the other party.

[15] On October 20, 2026, the Landlord's representative (the "Representative") participated in the hearing. The Tenant did not join the hearing. I telephoned and e-mailed the Tenant and received no response. After ten-minutes the hearing proceeded in the Tenant's absence. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package. The Representative stated that he did not receive the Tenant's evidence from September 1, 2026.

[16] The Tenant's evidence was not accepted and is not included in the evidentiary record because the Tenant did not have evidence to establish that the Landlord was served the evidence from September 1, 2026.

DISPOSITION

[17] The Landlord's claims are established, totalling $1,142.14. The Landlord will keep the Tenant's security deposit, including interest, in the amount of $876.72 to offset against the established claims.

[18] The Tenant must pay the Landlord $265.42 by the timeline below.

ISSUE

A. Has the Landlord established valid claims against the Tenant to keep the security deposit?

PRELIMINARY MATTER

[19] The Application names the Tenant and a co-signer as the respondents.

[20] The Representative stated that the co-signer was an immediate family-member of the Tenant.

[21] The tenancy agreement only names the Tenant as the "*the lessee*." The co-signer's contact information is included with the Tenant's contact information. The co-signer's signature is also beside the Tenant's signature throughout the tenancy agreement. The tenancy agreement does not state that the co-signer has occupancy rights nor does it mention the rights and/or responsibilities of the co-signer under the tenancy. It is unclear what the co-signer's role was within the tenancy agreement. Was the co-signer a personal representative? An occupant? A grantor? A witness? A combination of roles?

[22] I find that my jurisdiction (authority) under the *Act* is limited to landlord-tenant relationships. I find that there is insufficient evidence to find that the co-signer is a *tenant* as defined by subsection 1(x) of the *Act*. Therefore, I will not include the co-signer as a party of this Order.

EVIDENCE & ANALYSIS

[23] When a party makes an application to the Rental Office, the onus is on that party to support their application with clear, convincing and cogent evidence. In this case, the burden of proof lies with the Landlord, as the party advancing their claims. The applicable standard is proof on a balance of probabilities.

[24] Clause 39(2)(a) of the *Act* requires a tenant, when vacating a rental unit, to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear, which states:

> *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…*

[25] The Landlord's total financial claims against the Tenant is $1,142.14, as set out below.

Item	Amount
Prorated May 2026 rent owing plus NSF fee	$357.83
Garbarge removal	$373.18
Cleaning	$411.13
Total	$1,142.14

[26] For the reasons below, I find that the Landlord's claims are established, totalling $1,142.14.

[27] I find that the Landlord's evidence establishes that the tenancy ended on May 12, 2026. The Tenant vacated the Unit without paying May 2026's rent. The Landlord submitted into evidence the Tenant Statement or rent ledger for the Unit and the Notice for non-payment of rent. I find that the Tenant is responsible for prorated May 2026 rent, totalling $357.83 ((12 days / 31 days x $859.81), plus a $25.00 NSF fee).

[28] I find that the evidence establishes that the Tenant vacated the Unit and left the Unit in a condition below reasonably clean. The Tenant also left behind items, garbage and food.

[29] The Landlord's evidence included photographs of the Unit at the end of the tenancy and a move-out inspection report.

[30] The Representative stated that the cost to remove the items and garbage from the Unit was $373.18 (5.5 hours x $59.00/hr + HST).

[31] The Representative stated that the cost to clean the Unit was $411.13 (6.5 hours x $55.00/hr. + HST).

[32] The Application is allowed. I find that the Landlord's evidence establishes its claims against the Tenant, totalling $1,142.14.

[33] The Landlord will keep the Tenant's security deposit, including interest, totalling $876.72.

[34] The Tenant must pay the Landlord $265.42 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, including interest, totalling $876.72.

2. The Tenant must pay the Landlord $265.42 by November 23, 2026.

DATED at Charlottetown, Prince Edward Island, this 21st day of October, 2026.

(sgd.) Cody Burke

Cody Burke
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.