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 a monetary Order requiring the Tenant to pay $9,500.00 in rent owing and permitting the Landlord to keep the security deposit for cleaning and repairs.

BACKGROUND

[3] The Unit is a single-family house owned by the Landlord.

[4] The parties entered into a written fixed-term tenancy agreement for the Unit from February 15, 2025, to February 15, 2026. The tenancy then continued on a monthly basis. Rent was $2,000.00 per month, payable on the fifteenth day of the month. The Tenant paid a $2,000.00 security deposit on July 31, 2025.

[5] On or about June 19, 2026, the Tenant vacated the Unit.

[6] On July 3, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* seeking rent owing, to dispose of the Tenant's personal property, and to make a claim against the security deposit (the "Application").

[7] On August 13, 2026, the Landlord amended the Application, stating that he no longer sought an Order to dispose of the Tenant's personal property.

[8] On September 23, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for November 5, 2026.

[9] On October 19, 2026, the Rental Office emailed the parties a 63-page PDF (the "Evidence Package").

[10] On November 5, 2026, the Landlord and the Tenant joined the tele-hearing. The Tenant stated that he was not disputing the Landlord's claims in the Application. The Tenant stated that he did not want to participate in the tele-hearing and disconnected from the tele-hearing.

[11] The Landlord confirmed receipt of the Evidence Package and stated that no evidence was missing from the record. The Tenant submitted no documents to the Rental Office.

DISPOSITION

[12] The Tenant must pay the Landlord $9,500.00 in rent owing by the timeline below.

[13] The Landlord will keep the security deposit, plus interest, totalling $2,068.86 for cleaning and repairs.

ISSUES

A. Does the Tenant owe the Landlord rent?

B. Can the Landlord keep the security deposit, plus interest, for cleaning and repairs?

EVIDENCE

The Landlord's evidence and submissions

[14] The Landlord stated that the Tenant's outstanding rent payments are as follows:

Month	Rent owing
February - March 2026	$500.00
March - April 2026	$1,000.00
April - May 2026	$2,000.00
May - June 2026	$2,000.00
June - July 2026	$2,000.00
July - August 2026	$2,000.00
Total	**$9,500.00**

[15] The Landlord stated that the Tenant provided notice on June 16, 2026, that he was vacating the Unit and moved out around June 19, 2026. The Landlord stated that because rent was due on the fifteenth of the month, the Tenant's notice would not end the tenancy until August 14, 2026, and he was seeking rent owing until that date. The Landlord stated that he could not re-rent the Unit for several months because he had to clean and repair the Unit.

[16] The Landlord stated that he received a quote of $1,058.00 to clean the Unit, but he decided to clean and repair it himself. The Landlord provided a copy of the cleaning quote and pre-tenancy and post-tenancy photographs of the Unit. The Landlord stated the Unit was newly renovated before the Tenant moved in.

[17] The Landlord stated that he spent approximately 100 to 200 hours cleaning and repairing the Unit, which he valued at between $2,000.00 and $4,000.00 for his own labour.

[18] The Landlord stated that he had to clean the Unit because the Tenant left several items and garbage in the Unit. The Landlord was required to repair holes in the walls, repair a damaged doorknob, and replace damaged carpet and flooring. The Landlord had to paint the Unit after repairing the walls. He also had to paint the Unit because the Tenant smoked in the Unit, and he had to cover up the smell of smoke.

[19] The Landlord stated that it cost $400.00 to replace the flooring where the carpet was damaged. It cost $150.00 to replace a broken window pane, $100.00 to repair drywall and $320.00 for paint.

The Tenant's evidence and submissions

[20] The Tenant stated that he does not dispute the Landlord's rent-owing claim or the Landlord's claim to keep the security deposit for cleaning and repairs.

ANALYSIS & FINDINGS

A. Does the Tenant owe the Landlord rent?

[21] The Landlord stated that the Tenant owes $9,500.00 in rent and submitted documentary evidence to support the rent-owing claim.

[22] The Tenant stated that he does not dispute the Landlord's claim for rent owing.

[23] I find that the Landlord has established that the Tenant owes the Landlord $9,500.00 in rent. The Tenant must pay this amount to the Landlord by the timeline below. This claim is allowed.

B. Can the Landlord keep the security deposit, plus interest, for cleaning and repairs?

[24] Clause 39(2)(a) of the Act 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.*

[25] I find, based on the Landlord's testimony and documentary evidence, that the Tenant did not leave the Unit reasonably clean and that the Unit was damaged beyond reasonable wear and tear when the Tenant vacated. The Tenant stated that he does not dispute the Landlord's claim to keep the security deposit, plus interest, for cleaning and repairs.

[26] I find that the Landlord has established that he will keep the security deposit, plus interest, totalling $2,068.86 for cleaning and repairs. This claim is allowed.

Inspection reports

[27] I note that all tenancy agreements commencing on or after April 8, 2023, require written pre-tenancy and post-tenancy inspection reports under subsections 18(3) and 38(3) of the Act. The Landlord should ensure that all future tenancies comply with these sections of the Act.

CONCLUSION

[28] The Tenant must pay the Landlord $9,500.00 in rent owing by the timeline below.

[29] The Landlord will keep the security deposit, plus interest, totalling $2,068.86 for cleaning and repairs.

[30] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord $9,500.00 in rent owing by December 31, 2026.

2. The Landlord will keep the security deposit, plus interest, totalling $2,068.86 for cleaning and repairs.

DATED at Charlottetown, Prince Edward Island, this 13th day of November, 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.