



**Date Issued:** February 27, 2026  
**Dockets:** LR26001  
**Type:** Rental Appeal

INDEXED AS: Marlee Clark v. Red Sands Properties Inc.  
2026 PEIRAC 9 (CanLII)  
Order No: LR26-08

**BETWEEN:**

Marlee Clark (the "Tenant")

**Appellant**

**AND:**

Red Sands Properties Inc. (the "Landlord")

**Respondent**

---

## ORDER

---

Panel Members:

Gordon MacFarlane, Commissioner  
Pamela J. Williams, K.C., Chair

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

## A. INTRODUCTION

1. This appeal was heard by the Commission on February 6, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Tenant must pay the Landlord \$1,391.52 by January 19, 2026.

## B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 1 – 2 Donald MacLeod Drive, Montague, PEI (the “Rental Unit”).
3. The Rental Unit is a two-bedroom, one-bathroom apartment in a four-unit building.
4. On September 27, 2024 the parties signed a written, fixed-term tenancy agreement for the period of October 1, 2024 to September 30, 2025. Rent in the amount of \$1,500.00 was due on the first day of the month. The Tenant paid a \$1,500.00 security deposit to the Landlord.
5. On August 5, 2025 the Tenant gave the Landlord notice that she was vacating the Rental Unit by August 31, 2025.
6. On August 31, 2025 the Tenant vacated the Rental Unit.
7. On September 3, 2025 a representative of the Landlord (“the Representative”) completed a *Form 5 Landlord Condition Inspection Report* alone.
8. On September 11, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking to keep the Tenant’s security deposit and additional compensation. The Application was emailed to the Tenant.
9. On October 30, 2025 the Rental Office emailed the parties notice of a telephone hearing scheduled for December 9, 2025 along with a copy of the Application.
10. On December 9, 2025 the Representative joined the telephone hearing for determination of the Application. The Rental Officer telephoned and emailed the Tenant the teleconference details and received no response. The hearing proceeded ten minutes after the scheduled time in the Tenant’s absence. The Representative confirmed that all evidence submitted to the Rental Office was included in the evidence package.
11. During the hearing the Representative amended their total compensation amount. There were increased cleaning and maintenance costs and other costs associated with furnace oil were removed. The amendment was allowed under clause 80(3)(f) of the *Act*. The Representative emailed the Rental Office and the Tenant the changes and one document of additional evidence. The Tenant emailed the Rental Office stating that she forgot about the hearing. The Tenant did not respond to the additional evidence.
12. On December 18, 2025, the Rental Office issued Order LD25-437, which ordered that the Landlord keep the Tenant’s security deposit plus interest and that the Tenant must pay the Landlord \$1,391.62 by January 19, 2026.

13. The Tenant appealed Order LD25-437 on January 5, 2026.
14. The Commission heard the appeal on February 6, 2026, by way of telephone conference. The Tenant, Marlee Clark, attended the telephone hearing along with her mother, Paula Clark. The Landlord, Red Sands Properties Inc., was represented at the hearing by Kyle Gillis.
15. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

## **C. DISPOSITION**

16. The appeal is allowed in part. Rent is due and owing for September 2025, and cleaning and maintenance costs are awarded but reduced to the amount contained in the original application, that being \$1,014.20.

## **D. ISSUES**

17. The issues in this appeal are identified as follows:
  - A. Is there rent owing from the Tenant to the Landlord for September 2025?
  - B. Are there cleaning, maintenance and damage costs due to the Landlord and if so, what is the quantum of such claims?

## **E. SUMMARY OF EVIDENCE**

18. The Tenant presented her evidence and submitted she believed that she gave sufficient notice on August 5, 2025 to vacate the tenancy one month early on August 31, 2025. She further submitted that the Landlord did not respond when she asked for further clarification. The Tenant indicated she would have stayed a month longer if she had known she needed to give more notice resulting in her losing her security deposit.
19. When the Tenant followed up with the Representative looking for her security deposit on August 30, 2025, he indicated if the Tenant found a new tenant by September 15, 2025 they would consider returning some of the security deposit. It does not appear that either of these events occurred.
20. With regard to the cleaning, maintenance and damage costs claimed by the Landlord, the Tenant submitted that when she moved in, some of the Rental Unit’s appliances were in a poor state of repair and cleanliness. She questions why she is now being asked to pay for additional cleaning costs when what she experienced upon her move into the Rental Unit was worse than the condition she left it in. The Tenant also questions the quality of the paint used in the Rental Unit as it appeared to lift when she tried to clean the walls of crayon marks and stickers herself. She also indicated she was unaware of the extra cleaning that was needed in certain areas of the Rental Unit after she left and that some of the debris that was required to be removed did not belong to her. The Tenant acknowledged forgetting to reinstall undamaged window screens.

21. The Tenant challenges the amount of the cleaning, maintenance and damage costs compared to what she paid at her prior rental with a different landlord. The Tenant also maintained that she left the Rental Unit reasonably clean and undamaged.
22. The Tenant and her mother made submissions regarding the Tenant's financial hardship. They advised the Commission that the Tenant is a single mother with limited income and is unable to pay any additional costs awarded.
23. The Representative submitted that the Tenant's notice was insufficient under both the tenancy agreement and the *Act*.
24. The Representative further submitted that additional cleaning, maintenance and damage costs were incurred following the Tenant's vacating the Rental Unit, which were above and beyond normal or reasonable "wear and tear". There were also additional costs incurred relating to the disposal of debris left behind.
25. When questioned by the Commission, the Representative acknowledged that some of the invoices may have included costs attributable to work on other units and that it was difficult to precisely allocate hours to a specific Rental Unit.
26. The Representative also stated that cleaning standards may indeed vary among landlords but that he manages numerous units and applies consistent standards.

## **F. ANALYSIS**

### **Notice Period, Rent Owning and Security Deposit**

27. With regard to the required Notice when vacating a Rental Unit, the Commission is bound by the *Act*. These statutory requirements are mandatory. The Tenant gave notice on August 5, 2025 and there was no evidence presented to indicate the Landlord waived the 30-day notice period or waived any rights to rent for September 2025.
28. Subsection 55(3) of the *Act* states:  
  
*A tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that*
  - (a) Is not earlier than one month after the date the landlord receives the notice;*
  - (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and*
  - (c) Is the day before the day that rent is payable under the tenancy agreement.*
29. The Commission finds the tenancy agreement was a fixed term agreement with an end date of September 30, 2025. The Tenant gave notice on August 5, 2025 and moved out of the Rental Unit on August 31, 2025. The Tenant's notice did not comply with subsection 55(3)(b) as August 31, 2025 preceded the contractual end date of September 30, 2025.
30. The Tenant argued that she believed her notice was sufficient and that she would have remained a further month had she known otherwise. While the Commission accepts that

the Tenant may have misunderstood her obligations, a mistaken belief does not relieve a party from statutory requirements.

31. In the absence of evidence that the Landlord agreed to an early termination or waived entitlement to September rent, the tenancy legally continued until September 30, 2025.
32. The Commission therefore finds the Tenant provided insufficient notice to the Landlord and that rent is owing for September 2025.

### **Compensation Costs for Cleaning, Maintenance and Damages**

33. The second issue in this Appeal Hearing concerns whether the Landlord established entitlement to the full amount of cleaning, maintenance, and damage costs awarded by the Rental Office.
34. The Commission accepts that the Rental Unit required additional cleaning, minor repairs, and debris removal/disposal following the Tenant's departure on August 31, 2025. That responsibility fell to the Landlord in order to ready the apartment for a new tenant.
35. Subsection 39(2) of the *Act* sets out a Tenant's responsibilities at the end of a tenancy 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, and*
  - (b) give the landlord all the keys or other means to of access that are in the possession or control of the tenant and that allow access to and within the residential property.*
36. Notwithstanding the above, the Commission finds that it is also the responsibility of the Landlord to clearly establish claims for cleaning and maintenance. The Landlord's original claim was for \$1,014.80 for cleaning and maintenance costs and disposal of debris, but during the hearing before the Rental Office, the Landlord amended this amount to allow for increased cleaning and maintenance costs and removed other costs associated with furnace oil not related to the Tenant. The Rental Office ultimately accepted the amendments and awarded the Landlord \$1,391.62.
37. At the Appeal Hearing, the Representative acknowledged that certain invoices included intermingled costs relating to other units and that precise allocation was difficult.
38. The Commission finds that the evidence supports a finding that the unit was not left fully compliant with subsection 39(2). However, the Commission also finds that the evidence does not support the increased amount awarded by the Rental Office. The amendments were not supported by sufficiently clear and particularized evidence. Where invoices combine work across multiple properties and lack clear allocation, there is risk of evidentiary uncertainty. The Commission cannot speculate or approximate in favour of the Landlord who bears the burden of proof. Accordingly, the Commission awards the amount of compensation originally claimed by the Landlord including, \$450.80 for cleaning, \$506.00 for maintenance, \$50.00 commercial dump fee, and \$8.00 for cutting new keys. That total being \$1,014.80.

39. In closing, the Commission acknowledges the Tenant's challenging financial circumstances and does not doubt the hardship described by her and her mother. However, the Commission's jurisdiction is statutory, it is bound by the *Act* and must apply the law consistently. All parties are entitled to the protections and obligations under the *Act*, including that tenants are required to pay rent when due and that rental properties must be left in an acceptable condition. These requirements are fundamental obligations and terms of a tenancy agreement. Where rent is owing and compensable costs are established by evidence, they must be awarded in accordance with the law.
40. The Landlord is therefore entitled to receive rent in accordance with the tenancy agreement and the *Act*, and the Tenant is legally obligated to pay the rent owing for September 2025. The security deposit in the amount of \$1,500 will be retained by the Landlord to offset the rent for September 2025. Furthermore, cleaning and maintenance costs were incurred and are awarded to the Landlord.

## **G. CONCLUSION**

41. The appeal is allowed in part: Rent is owing for September 2025 as previously determined by the Rental Office, however, the Landlord's claim for cleaning, maintenance and damage costs are reduced to the amount originally claimed.

## **IT IS ORDERED THAT**

- 1. The Landlord is entitled to keep the security deposit in the amount of \$1,500.00 to offset the rent plus interest in the amount of \$52.91, to be applied to the balance owing to the Landlord.**
- 2. The Landlord is entitled to \$1,014.80 in cleaning, maintenance and damage costs .**
- 3. The additional cleaning and maintenance costs awarded by the Rental Office beyond \$1,014.80 are set aside.**
- 4. The Tenant must pay the Landlord \$961.89, which represents \$1,014.80 less interest in the amount of \$52.91. This amount must be paid within 15 days from the date of this Order.**

**DATED** at Charlottetown, Prince Edward Island, 27<sup>th</sup> day of February, 2026.

## **BY THE COMMISSION:**

*[sgd. Gordon MacFarlane]*

\_\_\_\_\_  
Gordon MacFarlane, Commissioner

*[sgd. Pamela J. Williams, K.C.]*

\_\_\_\_\_  
Pamela J. Williams, K.C., Chair

## NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.