

INTRODUCTION

- [1] On March 14, 2024 the Landlord filed a *Landlord Application to Determine Dispute (Form 2(B))* with the Residential Tenancy Office (the "Rental Office") seeking a monetary order for rent owing, cleaning, garbage removal and retention of the security deposit (the "Application").
- [2] On April 5, 2024 the Rental Office emailed the parties the Application and notice of a teleconference hearing scheduled for 9:00 a.m. on May 2, 2024.
- [3] On April 24, 2024 the Rental Office emailed the parties a 38-page evidence package. Only the Landlords had submitted documentary evidence to the Rental Office.
- [4] On May 2, 2024 the Residential Tenancy Officer (the "Officer"), a representative of the Landlords (the "Representative") and the Tenant participated in the scheduled teleconference hearing. The parties reviewed the spreadsheet, which contains the Landlords' monetary claims (titled "Evidence R"). All of the Landlords claims were resolved except for two claims. The parties agreed to a further hearing date for the determination of these two outstanding claims. The parties were permitted to submit additional evidence.
- [5] On May 2, 2024 the Rental Office emailed the parties notice of a continued teleconference hearing scheduled for 9:00 a.m. on May 21, 2024.
- [6] On May 17, 2024 the Rental Office emailed the parties a 15-page additional evidence package. Only the Landlords had submitted additional documentary evidence to the Rental Office.
- [7] On May 21, 2024 the Officer joined the scheduled teleconference hearing but the Landlords and the Tenant did not join. The Officer adjourned the hearing.
- [8] On May 29, 2024 the Rental Office emailed the parties notice of a re-scheduled teleconference hearing scheduled for 11:00 a.m. on June 11, 2024.
- [9] On June 11, 2024 at 11:00 a.m. the Officer and the Representative participated in a teleconference hearing. The Rental Office telephoned the Tenant but there was no response. The Officer waited over ten minutes before moving forward with the hearing in the absence of the Tenant. The Landlords were permitted to submit additional documents after the hearing.

ISSUES

- i. Can the Landlords retain the Tenants' entire security deposit?
- ii. Have the Landlords established valid claims for compensation in addition to the security deposit?

SUMMARY OF THE EVIDENCE

- [10] The Unit is a four-bedroom, three-bathroom unit approximately 3000 square feet in size that is located in a triplex building that the Landlords purchased about 1.5 years ago.
- [11] The Landlords and the Tenant entered into a written, fixed term tenancy agreement for the period of November 17, 2023 to November 17, 2024. A security deposit of \$1,600.00 was paid on November 24, 2023.
- [12] The Landlords provided the Tenant with a letter dated November 14, 2023 stating that the Tenant could end the tenancy early, any time after May 1, 2024.
- [13] The monthly rent was originally \$6,000.00 per month and was later reduced to \$5,000.00 per month starting January 2024. Rent was due on the first day of the month.

[14] The Tenant moved out of the Unit around March 10, 2024.

Landlords' Evidence and Submissions

[15] The Landlords' evidence is summarized as follows.

[16] The Unit was new at the time the Tenant moved in.

[17] The Tenant has a rent owing balance for January 2024, in the amount of \$500.00. The rent owing by the Tenant for February and March 2024 totals \$10,000.00. The Landlords re-rented the Unit for April 1, 2024.

[18] The sheets, comforters, pillows, pillow protectors and towels in the Unit were destroyed. It appeared to the Representative that the Tenant took the Landlords' bedding to work and left them in garbage bags in the garage when he moved out. The Landlords incurred a \$185.66 replacement cost for the destroyed items and submitted a receipt showing the cost.

[19] The Representative messaged the Tenant asking whether he would be arranging for the Unit to be cleaned after he moved out. The Tenant did not respond to the Representative's messages.

[20] It appeared to the Representative that the Tenant or other occupants had spit on the Unit's walls. The Representative provided evidence regarding the cleaning work completed.

[21] The Landlords submitted into evidence photographs of the Unit at the end of the tenancy and a cleaning invoice from the Representative's company, in the amount of \$1,610.00. The Representative stated that five cleaners completed five hours of work at the Unit. This amounted to an hourly rate of \$56.00 per cleaner plus HST (\$64.40 with HST included).

[22] The Representative stated that, after the cleaning work was complete, the Unit was spotless and move-in ready for the next occupants. The Unit was as clean as when the Tenant first moved in. The Representative submits that the Tenant was responsible to clean the Unit to the same condition as when the Tenant first moved in.

Tenant's Evidence and Submissions

[23] The Tenant's evidence is summarized as follows.

[24] The Tenant agreed to the following claims: garage door opener (\$67.85), three dump loads (\$75.00), labour cost for garbage removal (\$90.00), key replacement cost (\$25.00), January rent owing balance (\$500.00), and February and March 2024 rent (\$10,000.00).

[25] The Tenant disputes the \$185.66 replacement cost and the \$1,610.00 cleaning cost.

[26] The Landlords' bedding was left in fine condition. The Tenant disputes removing any included items from the Unit. The sleeping bags in the Unit belong to the Tenant.

[27] The Tenant and the other occupants completed roofing work and there may have been some hand prints on the Unit's white walls. The Tenant disputes the Representative's evidence that the walls were spit on.

ANALYSIS

- [28] The Tenant agreed to the Landlords’ claims for the garage door opener (\$67.85), three dump loads (\$75.00), labour cost for garbage removal (\$90.00), key replacement cost (\$25.00), January rent owing balance (\$500.00), and February and March 2024 rent (\$10,000.00). These claims total \$10,757.85.
- [29] The Representative provided testimony and documentary evidence regarding the sheets, comforters, pillows, pillow protectors and towels. The Tenant did not participate in the second or third scheduled hearing dates or submit documentary evidence to support his position. Based upon the evidence presented, the Officer finds on a balance of probabilities that the Tenant is responsible for this replacement cost.
- [30] The Landlords’ replacement cost calculation appears to have an error. There is a deduction for the pre-tax amounts of several unrelated items from the total, taxed amount. After adjusting for the tax on the unrelated items, the replacement cost is \$174.80.
- [31] With regard to the Landlords’ cleaning claim, clause 39(2)(a) of the *Residential Tenancy Act* (the “Act”) states as follows:

(2) 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...

- [32] The cleanliness standard at the end of the tenancy was reasonably clean, not spotless or move-in ready condition as submitted by the Representative. The hourly rate of \$64.40 for cleaning is excessive in the context of residential rental units governed by the *Act*. Further, the photographs submitted into evidence show some uncleanliness below reasonably clean but do not show uncleanliness that would support a claim of \$1,610.00. For these reasons, the Officer allows a reduced claim in the amount of \$644.00, which is a reduction of 60% from the total amount in the invoice.

CONCLUSION

- [33] The Landlords shall retain the Tenant’s entire security deposit, including interest.
- [34] There is a balance owing by the Tenant as calculated below:

Item	Amount
Agreed Upon Claims	\$10,757.85
Replacement Items	\$174.80
Cleaning	\$644.00
Security Deposit	-\$1,600.00
Interest (24 NOV 2023 to 24 JUN 2024)	-\$21.48
Total	\$9,955.17

[35] The Tenant shall pay the Landlords the balance owing by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlords shall retain the Tenant’s entire security deposit, including interest, in the amount of \$1,621.48.
2. The Tenant shall pay the Landlords \$9,955.17 by July 15, 2024.

DATED at Charlottetown, Prince Edward Island, this 24th day of June, 2024.

(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.