

INTRODUCTION

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On May 6, 2024, the Landlord filed a *Landlord Application to Determine Dispute (Form 2(B))* with the Residential Tenancy Office (the “Rental Office”) seeking to retain the Tenant’s security deposit and compensation above the security deposit.
- [3] On May 14, 2024, the Landlord filed an amended Form 2(B) (the “Application”) and emailed a copy to the Tenant.
- [4] On June 17, 2024, a teleconference hearing was scheduled. A Landlord representative (the “Representative”) called into the hearing but the Tenant did not call in. The Residential Tenancy Officer (the “Officer”) called the Tenant but the Tenant did not answer. As the Rental Office had not had any contact with the Tenant, the Officer postponed the hearing for that day. The Representative was asked to verify that the Tenant’s email and phone number were correct and to update the Rental Office.
- [5] On June 27, 2024, the Representative contacted the Rental Office and stated that she had spoken to the Tenant’s sister. The Tenant’s sister confirmed the Tenant’s phone number and email the Landlord provided to the Rental Office was the Tenant’s current contact information.
- [6] On July 2, 2024, a re-scheduled Notice of Hearing was emailed to the parties for July 16, 2024.
- [7] On July 12, 2024, a Revised Evidence Package was emailed to the parties.
- [8] On July 16, 2024, the Representative called into the re-scheduled teleconference hearing but the Tenant did not call in. The Officer called the Tenant and left a voicemail. The Officer waited ten minutes before proceeding with the hearing in the absence of the Tenant.

ISSUE

Is the Landlord entitled to retain the security deposit and to compensation above the security deposit?

SUMMARY OF EVIDENCE

- [9] On July 19, 2023, the parties entered into written month-to-month tenancy agreement for the Unit, which is a one-bedroom suite situated in a multi-unit building. Rent was \$1,000.00 due on the first day of the month. A security deposit of \$1,000.00 was paid. The Tenant vacated on April 25, 2024, as a result of an eviction notice for non-payment of rent.

LANDLORD’S EVIDENCE AND SUBMISSIONS

- [10] The Representative’s evidence is as follows. The Tenant failed to pay rent for March 2024 and the Tenant was served with an eviction notice on April 4, 2024, effective April 24, 2024. The eviction notice stated the amount owing was \$1,025.00, which was for rent and an NSF charge. The Landlord is also seeking \$1,025.00 for non-payment of rent for April 2024 and for an NSF charge. When the Representative spoke to the Tenant about the non-payment of rent the Tenant said that he was having financial difficulties. The Tenant’s rental ledger was submitted into evidence.
- [11] The Representative was present for the inspection of the Unit after the Tenant vacated. The non-smoking Unit smelled of cigarette smoke, urine, and garbage. There was garbage, syringes, and leftover food throughout the Unit. The mattress had to be disposed of because it was in poor condition, but the Landlord is not seeking compensation for a replacement mattress.

- [12] The Landlord's cleaner spent several hours cleaning and she had to dispose of the garbage the Tenant left in the Unit. The cleaner had to purchase cleaning supplies and she had to rent a trailer to transport the garbage to waste watch. The Unit could not be re-rented until June as it took part of May to clean and air out the Unit. A cleaning invoice for \$790.11 and photographs of the Unit were submitted into evidence.

ANALYSIS

Rent Owing

- [13] The Officer finds that the Landlord has provided sufficient evidence, specifically the undisputed testimony of the Representative and the submitted rental ledger, to establish that the Tenant failed to pay rent for March and April 2024. The evidence also establishes that the Landlord incurred \$50.00 in NSF charges as the Tenant had insufficient funds in his bank account for rent.
- [14] As the Tenant vacated the Rental Unit on April 25, 2024, due to an eviction notice, the Officer finds that the Tenant is only responsible for 25 days of rent for April, in the amount of \$833.33.
- [15] The rent owing is calculated as: \$1,000.00 (March) + \$833.33 (April) + \$50.00 (NSF charges), totaling **\$1,883.33**.

Cleaning

- [16] Clause 39(2)(a) of 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.

- [17] The Landlord is claiming \$790.11 for cleaning expenses. The Officer notes that upon vacating, a tenant is responsible to leave a rental unit reasonably clean, but they are not responsible to clean to a higher standard, such as a move-in ready condition for the next tenants.
- [18] The Officer finds that the Representative has provided sufficient evidence, specifically the undisputed testimony of the Representative, the photographs of the Unit, and the cleaning invoice, to establish that the Unit was left in a condition below the standard of reasonably clean. The Officer finds that the Landlord has established that the cleaning expenses were required to return the Unit back to the standard of reasonably clean.

CONCLUSION

- [19] The Landlord shall retain the security deposit and interest in the amount of \$1,024.46.
- [20] The Tenant shall pay the Landlord \$1,815.65 by the timeline below.
- [21] This Order will be served to the parties by email.
- [22] The Application is allowed. The calculations are as follows:

Item	Amount
Rent and NSF charges	\$2,050.00
Cleaning	\$790.11
Less Security Deposit	(\$1,000.00)
Less Interest (July 19/23 – July 31/24)	(\$24.46)
Total owed to the Landlord	\$1,815.65

IT IS THEREFORE ORDERED THAT

- I. The Landlord shall retain the security deposit and interest in the amount of \$1,024.46.
- II. The Tenant shall pay the Landlord \$1,815.65 by August 20, 2024.

DATED at Charlottetown, Prince Edward Island, this 31st day of July, 2024.

(sgd.) Mitchell King

Mitchell 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.