

INTRODUCTION

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On June 27, 2024, the Landlord filed a *Landlord Application to Determine Dispute (Form 2(B))* with the Residential Tenancy Office (the “Rental Office”) seeking:
- An order directing my tenant to pay outstanding rent;*
To make claim against the security deposit; and
For compensation above the security deposit.
- [3] On June 27, 2024, a teleconference hearing was scheduled to be held before the Residential Tenancy Officer (the “Officer”). Before the hearing began, the Landlord representative sought to amend the application to seek a higher amount of compensation above the security deposit. The Officer told the representative that if they were seeking to amend the application then the hearing would have to be rescheduled. The Officer told the representative they would be required to file the amended application with the Rental Office and to serve a copy to the Tenants.
- [4] On June 27, 2024, an amended *Form 2(B)* (the “Application”) was filed with the Rental Office and served to the Tenants.
- [5] On July 25, 2024, a teleconference hearing was held before the Officer. A Landlord representative (the “Representative”) and a Tenant, representing both Tenants, participated in the hearing.

ISSUES

- i. Is the Landlord entitled to retain the security deposit for outstanding rent?
- ii. Is the Landlord entitled to compensation for cleaning and damages?

SUMMARY OF EVIDENCE

- [6] On August 7, 2020, the parties commenced a written, fixed-term tenancy agreement for the Unit which converted to a month-to-month agreement. The Unit is an apartment situated in a multi-unit building. Rent was \$957.18 due on the first day of the month. On August 7, 2020, the security deposit of \$911.00 was paid. The Tenants vacated the Unit on May 1, 2024.

Landlord’s Evidence and Submissions

- [7] The Representative’s evidence is as follows. The Tenants emailed the Landlord on May 2, 2024, stating that they had vacated the Unit. The email stated that they would not be paying rent for May and were “sacrificing” their security deposit. The Tenants did not provide at least one month’s notice and the Landlord is seeking to retain the security deposit for rent owing for May 2024. A copy of the Tenants’ rental ledger and a copy of the Tenants’ email were submitted into evidence.
- [8] When the Unit was inspected after the Tenants vacated, the Unit was found to be in an unclean condition, there were holes in the walls, and a bedroom door was damaged. A move-in / move-out inspection report was submitted into evidence as well as a copy of a cleaning and repair invoice. The Landlord is seeking \$230.00 for cleaning, \$174.80 to replace the door as it could not be repaired, and compensation in the amount of \$2,070.00 for patching and painting.

Tenants' Evidence and Submissions

- [9] The Tenant's evidence is as follows. The Tenants vacated on May 1, 2024, and they notified the Landlord by email on May 2, 2024. The Tenant testified the Landlord could retain the security deposit for rent owing for May. The Tenant agreed that he accidentally damaged part of the bedroom door and that he accidentally caused the hole in the living room wall.
- [10] The Tenant disputed that the Tenants should be responsible for the cleaning costs and disputed that the Landlord's photographs show that the Unit was left in an unclean state.
- [11] The Tenant disputed that the Tenants should be responsible for the patching or painting costs. When the Tenants moved in, the property manager told the Tenants that the Unit was just painted. The property manager told the Tenants that they were permitted to hang photos on the walls and the Unit would be repainted before the next tenants moved in.
- [12] The Tenant disputed that the amount of painting completed in the Tenants' bedroom was required. The bedroom did not have any damage and may have had some holes from pictures, but that would be wear and tear.

Post Hearing Evidence and Submissions

- [13] On July 26, 2024, the Representative emailed the Rental Office stating that the Unit was re-rented on June 13, 2024. A copy of the email was sent to the Tenants for any submissions by July 29, 2024. No further submissions were received.

ANALYSIS**Issue i: Is the Landlord entitled to retain the security deposit for rent owing?**

- [14] The Tenant testified that the Tenants vacated on May 1, 2024, and provided the Landlord notice on May 2, 2024. The Representative stated the Unit was not re-rented until June 13, 2024, but they are only seeking rent owing for May. The Officer finds that the Tenants failed to provide at least one month's notice to end their tenancy agreement and they are responsible for rent owing for May 2024.
- [15] The Tenant notified the Landlord in writing and testified at the hearing that the Landlord could retain the security deposit for rent for May. The Officer finds that the Landlord has established they are entitled to retain the security deposit and interest for rent owing for May 2024.

Issue ii: Is the Landlord entitled to compensation for cleaning and damages?**Cleaning**

- [16] The Landlord is claiming \$230.00 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 move-in ready condition for the next tenants. The Officer has reviewed the Landlord's photographs and inspection reports and finds that the Landlord's documentary evidence does not sufficiently establish that the Unit was left in a condition below the standard of reasonably clean. This claim is denied.

Door damage

- [17] The Landlord is claiming \$174.80 for a door replacement and the Tenant agreed that he accidentally damaged the door. The Officer finds that the evidence establishes that the damage was caused by the Tenants and was beyond reasonable wear and tear. This claim is allowed.

Wall repair and painting

- [18] The Landlord is claiming \$230.00 for patching 40 square feet, at \$5.00 a square foot, and painting in the amount of \$1,840.00. The Tenant agreed that he caused the hole in the living room wall but disputed the rest of the Landlord's expenses.
- [19] The Officer finds the Landlord has provided sufficient evidence, specifically the Landlord's photographs and the repair invoice, to establish that the Tenants are responsible for the cost of repairing four square feet of the damaged living room wall, totaling \$23.00 (HST included).
- [20] The Tenants had lived in the Unit for almost four years and during that time some wear and tear would be expected. The Officer finds that the Landlord has not provided sufficient evidence to establish, beyond the wall damage, that any additional repairs or painting were required because of any actions or neglect of the Tenants. This claim is allowed in part.

CONCLUSION

- [21] The Application is allowed in part.
- [22] The Landlord shall retain the security deposit and interest in the amount of \$952.76.
- [23] The Tenants shall pay the Landlord \$202.22 by the timeline below.
- [24] The calculations are as follows:

Item	Cost
Rent Owing for May 2024	\$957.18
Door Damage	\$174.80
Wall Repair	\$23.00
Less Security Deposit	(\$911.00)
Less Interest (Aug. 7/2020 – Aug. 20/2024)	(\$41.76)
Total owed to the Landlord	\$202.22

IT IS THEREFORE ORDERED THAT

- I. The Landlord shall retain the security deposit and interest in the amount of \$952.76.
- II. The Tenants shall pay the Landlord \$202.22 by September 9, 2024.

DATED at Charlottetown, Prince Edward Island, this 20th day of August, 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 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.