

INTRODUCTION

- [1] The Landlord seeks a monetary Order against the Tenant for cleaning and garbage removal in the amount of \$430.00.
- [2] The Tenant seeks a monetary Order against the Landlord for reimbursement for paid electric bills, in the amount of \$116.26.

DISPOSITION

- [3] I find that the Tenant must pay the Landlord \$330.92.

BACKGROUND

- [4] In August of 2014 the parties entered into a written, fixed-term tenancy agreement, which continued on a month-to-month basis. A \$650.00 security deposit was paid at the beginning of the tenancy. Rent was \$1,480.00 due on the first day of the month.
- [5] On June 30, 2024 the Tenant vacated the Unit.
- [6] The parties agreed that the Landlord could retain the security deposit and interest, in the total amount of \$718.50 (\$650.00 plus \$68.50 interest calculated from August 2014 to June 30, 2024).
- [7] On August 5, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Landlord's Application") with the Residential Tenancy Office (the "Rental Office"). The Landlord's Application seeks compensation in the amount of \$1,000.00. The Landlord emailed the Landlord's Application to the Tenant on August 6, 2024.
- [8] At the hearing, the Landlord reduced the compensation claim to \$430.00.
- [9] On August 27, 2024 the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the "Tenant's Application") with the Rental Office. The Tenant's Application seeks reimbursement for paid electric bills. The Tenant emailed the Landlord the Tenant's Application on August 26, 2024.
- [10] On September 5, 2024 the Rental Office emailed the parties notice of a teleconference hearing scheduled for October 3, 2024, along with a copy of the Landlord's Application and the Tenant's Application.
- [11] On October 1, 2024 the Rental Office emailed the parties an evidence package.
- [12] On October 3, 2024 the Landlord and the Tenant participated in a teleconference hearing for determination of the Landlord's Application and the Tenant's Application. The parties confirmed that they received the evidence package.
- [13] After the hearing, the Tenant was permitted to submit two additional documents as evidence. On October 3, 2024, the Tenant submitted two Maritime Electric bills for the period of June 5 – July 5, 2024 and July 5 – 15, 2024.

ISSUES

- A. Must the Tenant pay the Landlord compensation for cleaning and garbage removal?
- B. Must the Landlord reimburse the Tenant for electric bills?

ANALYSIS

[14] Clause 39(2)(a) of the *Act* states:

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...

[15] The Landlord stated that the Unit was left in an unclean condition, with a lot of garbage and personal property left behind by the Tenant. The Landlord stated that the photographs submitted into evidence were taken on June 30 or July 2, 2024.

[16] The Landlord stated that it cost him approximately \$1,080.00 in total to clean and remove garbage from the Unit. The Landlord stated that it cost \$750.00 to hire cleaners, \$150.00 to rent a U-Haul, \$100.00 for labour and \$80.00 for a dumpster rental.

[17] The Landlord stated that the total amount of the security deposit and interest does not cover the \$1,080.00 total cost.

[18] The Landlord stated that electricity is the Tenant's responsibility. The Landlord stated that the electric bill from July 5 to 15, 2024 is \$13.44. The Landlord stated that the Maritime Electric account was changed into his name on July 1, 2024. The Landlord stated that he is not responsible for the June 2024 electric bill.

[19] The Tenant stated that the parties agreed she would vacate the Unit on June 30, 2024. However, the Tenant did not have an opportunity to return to the Unit to clean, and remove the remaining items.

[20] The Tenant stated that she paid two Maritime Electric bills in the total amount of \$116.26. The Tenant stated that she is seeking reimbursement for the electric bills.

[21] I have reviewed the evidence. I find that the Landlord has established a claim in the total amount of \$1,080.00. The parties have agreed that the Landlord may retain the security deposit and interest, in the total amount of \$718.50. Therefore, I find that the remaining balance is \$361.50 (\$1,080.00 subtract \$718.50).

[22] Further, I find that the Tenant is only responsible for electricity up to June 30, 2024. The Tenant paid \$116.26 for the two Maritime Electric bills, but was only responsible for 25-days in the total amount of \$85.68 (\$3.43/day multiple 25 days). Therefore, I find that the Tenant is entitled to \$30.58 (\$116.26 subtract \$85.68) set-off against the Landlord's compensation.

CONCLUSION

[23] The Landlord's Application and the Tenant's Application are allowed, in part.

[24] The Tenant must pay the Landlord \$330.92 (\$361.50 subtract \$30.58) by November 21, 2024.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$330.92 by November 21, 2024.

DATED at Charlottetown, Prince Edward Island, this 30th day of October, 2024.

(sgd.) Cody Burke

Cody Burke
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.