

INTRODUCTION

- [1] The Landlord seeks a monetary order, in the total amount of \$1,908.00 for rent owed, cleaning and repairs. The Landlord seeks to retain the Tenant's security deposit plus interest.

DISPOSITION

- [2] I find that the Landlord has established a total claim of \$1,879.41.
- [3] The Landlord will retain the Tenant's security deposit and interest, in the total amount of \$1,879.41.

BACKGROUND

- [4] The Unit is one side of a side-by-side duplex (the "Residential Property").
- [5] On September 16, 2022 the parties entered into a written, fixed-term tenancy agreement from October 1, 2022 to September 30, 2023. The tenancy continued on a month-to-month basis. A \$1,800.00 security deposit was paid in October of 2022. Rent was \$1,854.00 due on the first day of the month.
- [6] The parties had a previous dispute regarding a notice of termination. On November 6, 2023 the Residential Tenancy Office (the "Rental Office") issued Order LD23-512 finding that the tenancy agreement will continue in full force and effect.
- [7] The Tenant moved out of the Unit on August 31, 2024.
- [8] On September 6, 2024 the Landlord sold the Residential Property.
- [9] On September 6, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking a monetary order, in the total amount of \$1,908.00 for rent owed, cleaning and repairs. The Landlord seeks to retain the Tenant's security deposit and interest. The Landlord emailed the Tenant the Application on September 5, 2024.
- [10] On September 17, 2024 the Rental Office emailed the parties notice of a teleconference hearing (the "Notice of Hearing") scheduled for October 15, 2024. On September 18, 2024 the Rental Office mailed the Notice of Hearing to the Landlord, along with a copy of the Application.
- [11] On October 7, 2024 the Rental Office emailed the parties an evidence package (the "Evidence Package" or "EP").
- [12] On October 15, 2024 the Landlord and the Tenant participated in the hearing. The parties confirmed that they received and reviewed the Evidence Package and all documents submitted to the Rental Office were included.

ISSUE

- A. Is the Landlord permitted to retain the Tenant's security deposit plus additional compensation?

ANALYSIS

- [13] For the reasons below, I find that the Landlord has established a total claim of \$1,879.41. Therefore, the Landlord will retain the Tenant's security deposit and interest, in the total amount of \$1,879.41.

Rent

- [14] The Landlord stated that the Tenant owes rent for July and August 2024. The total amount of rent owed is \$108.00 (\$54.00 for July of 2024 and \$54.00 for August of 2024).
- [15] The Tenant did not dispute the Landlord's claim for rent owed.
- [16] I find that the parties' evidence establishes that the Tenant owes the Landlord rent, in the total amount of \$108.00. The claim is allowed.

Clean and Repair the Unit

- [17] The Landlord stated the Unit was left unclean and damaged after the Tenant moved out. The Landlord stated that she inspected the Unit and observed a large hole in the wall, paint on the walls and floors, a loose cabinet door, two broken window blinds, additional damage to the walls, smoke damage and garbage left behind.
- [18] The Landlord stated that the Unit required a deep cleaning, and required exterior window cleaning, which cost \$250.00. The Landlord submitted into evidence photographs of the Unit taken on September 1, 2024 (EP15-26). The Landlord submitted into evidence an invoice from Terry Maids, in the total amount of \$1,384.60 (EP43).
- [19] The Landlord stated that as part of the purchase and sale agreement, she paid the purchaser \$3,000.00 for the cost to clean and repair the Unit. The Landlord submitted into evidence the amendment to an agreement of purchase and sale (EP28), which states:

"The vendor agrees to allow the purchaser to hire a contractor to repair the damage on the damage on the property prior to the closing date. The seller will provide the purchaser with \$3,000.00 cash at the time of closing."

- [20] The Landlord stated that the cost to repair the Unit was approximately \$1,614.49. The Landlord stated that despite the \$3,000.00 cost, she is only seeking to retain the security deposit and interest, plus the \$108.00 for rent owed.
- [21] The Tenant admitted that there was some damage in the Unit caused by the Tenant and/or guests permitted into the Unit by the Tenant. The Tenant stated that she cleaned the Unit at the beginning of the tenancy and cleaned the Unit before moving out. The Tenant submitted into evidence a written submission from a person who helped cleaned the Unit (EP56).
- [22] The Tenant stated that there were some items left behind, however, those items were retrieved. The Tenant stated that she was not allowed to access the Unit after she vacated to remove the remaining items.
- [23] Clause 39(2)(a) of the *Residential Tenancy Act* (or the "Act") provides the following rules regarding the condition of the Unit at the end of the tenancy:

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...

- [24] I find that the Landlord has established a valid claim for the cost to clean and repair the Unit. However, I find that under clause 39(2)(a) of the Act, the Tenant is only responsible to leave the Unit reasonably clean.

- [25] I have reviewed the evidence, particularly the photographs of the Unit and Terry Maids invoice. I find that an appropriate cleaning cost to apportion to the Tenant is \$1,012.00 (\$30.00/hr. multiply 21 hours plus \$250.00 plus HST).
- [26] I find that the Landlord paid a total amount of \$3,000.00 to the purchaser of the Unit for cleaning and repairs. The cost for repairs was \$1,614.49 (\$3,000.00 minus \$1,384.60). I have reviewed the evidence, particularly the photographs of the Unit. I find that an appropriate repair cost to apportion to the Tenant is \$759.41.
- [27] The Landlord has established a total monetary claim of \$1,879.41 (\$1,012.00 plus \$759.41 plus \$108.00). The Landlord will retain the Tenant's security deposit and interest, in the amount of \$1,879.41. No additional compensation is awarded.
- [28] The Application is allowed in part.

IT IS THEREFORE ORDERED THAT

1. The Landlord will retain the Tenant's security deposit and interest, in the total amount of \$1,879.41.

DATED at Charlottetown, Prince Edward Island, this 6th day of November, 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.