

INTRODUCTION

[1] The Landlords seek \$3,250.00 in rent owing, \$143.59 in electricity expenses, and \$500.00 in cleaning expenses, totaling \$3,893.59.

DISPOSITION

[2] I find that the Landlords have proven all of their claims against the Tenants, totaling \$3,893.59.

BACKGROUND

[3] The Unit is an apartment in a four-unit building.

[4] The parties entered into a written month-to-month tenancy agreement that commenced on May 1, 2024. Rent in the amount of \$1,300.00 was due on the first day of the month. A \$1,300.00 security deposit was required but was not paid.

[5] On August 22, 2024, the Landlords served the Tenants with a *Form 4 (A) Eviction Notice* (the "Notice") for non-payment of rent in the amount of \$2,745.04, non-payment of the security deposit, and repeatedly late rent payments. The effective date in the Notice was September 8, 2024.

[6] The particulars of termination stated:

"Rent for The month of July \$1300, Electric bill \$145.04, Rent for the month of August \$1300 and damage deposit \$1300."

[7] The Tenants vacated the Unit around September 16, 2024.

[8] On September 18, 2024, the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking rent owing and compensation totaling \$3,895.04.

[9] On October 10, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for November 12, 2024, along with a copy of the Application.

[10] On November 6, 2024, the Rental Office emailed the parties an evidence package.

[11] On November 7, 2024, the Rental Office emailed the parties an additional evidence package.

[12] On November 12, 2024, a Landlord and the Tenants participated in a teleconference hearing. The parties confirmed that they received the evidence packages and that all the documents submitted to the Rental Office were in the evidence packages.

[13] On November 13, 2024, both parties submitted additional evidence to the Rental Office which was shared with the other parties.

ISSUES

- A. Do the Tenants owe the Landlords rent?
- B. Do the Tenants owe the Landlords electricity expenses?
- C. Do the Tenants owe the Landlords a cleaning fee?

ANALYSIS**A. Do the Tenants owe the Landlords rent?**

[14] The Landlord stated that the Tenants did not pay July 2024 rent (\$1,300.00) or August 2024 rent (\$1,300.00). The Landlords are also seeking rent for fifteen days in September 2024 (\$650.00). The Landlord stated he was notified by another tenant on September 16, 2024, that the Tenants had moved out and left their keys with that tenant. The Tenants did not notify the Landlords when they moved out.

[15] The Tenants agreed they owe rent for July and August but stated they moved out around September 13 or 14 and left their keys in another tenant's mailbox at that time. The Tenants stated they were going through financial hardship and were having a difficult time paying rent.

[16] I find that the Landlords have provided sufficient evidence, specifically the testimony of the parties, to establish that the Tenants owe the Landlords \$3,250 in outstanding rent for July 2024 (\$1,300.00), August 2024 (\$1,300.00), and 15 days in September 2024 calculated as:

$$\$1,300.00 / 30 \text{ days} = \$43.33 \text{ per day. } \$43.33 \times 15 \text{ days} = \$650.00.$$

B. Do the Tenants owe the Landlords electricity expenses?

[17] The Landlord stated the Tenants owe \$143.59 in unpaid electricity expenses. The Tenants were supposed to put the electricity in their own name but they failed to do so. The Tenants only paid \$165.00 of the total \$308.59 electricity expenses. Copies of the electricity bills were submitted into evidence.

[18] The Tenants acknowledged that they owe the Landlords some electricity expenses but they were unsure how much they owed. One of the Tenant's mothers had paid the Landlords for some of the electricity expenses on behalf of the Tenants.

[19] I find that the Landlords have provided sufficient evidence, specifically the electricity bills, to establish that the Tenants owe \$143.59 in electricity expenses.

C. Do the Tenants owe the Landlords a cleaning fee?

[20] The Landlord stated he is seeking compensation in the amount of \$500.00 as he had to hire a company to clean the Unit after the Tenants moved out. The Landlord stated the Unit was left in an unclean condition and there were stains on some walls. The Tenants also left behind a table, a couch, and some bags of clothes, which had to be disposed of. Photographs of the Unit after the Tenants moved out and a cleaning invoice were submitted into evidence.

[21] The Tenants acknowledged that they left a table, couch, and some bags of clothes in the Unit. They stated because there was no electricity in the Unit when they moved out they were unable to clean properly. The Tenants agreed that some cleaning and disposal of items was required but disagreed that it should have cost \$500.00.

[22] I find that the Landlords have provided sufficient evidence, specifically the submitted photographs and cleaning invoice, to establish that the Tenants owe the Landlords \$500.00 in cleaning expenses. I find that the photographs show that Unit required substantial cleaning and disposal of items after the Tenants moved out.

CONCLUSION

[23] The Tenants must pay the Landlords \$3,250.00 in outstanding rent, \$143.59 in electricity expenses, and \$500.00 for cleaning, totaling \$3,893.59 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenants must pay the Landlords \$3,893.59 by December 5, 2024.

DATED at Charlottetown, Prince Edward Island, this 15th day of November, 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.