

INTRODUCTION

- [1] The Landlords seek to retain the Tenant's security deposit and interest, totaling \$314.00 for rental arrears, damage and cleaning the Unit.
- [2] The Landlords also seek an order to dispose of the Tenant's personal property, left behind at the Unit.

DISPOSITION

- [3] I find that the Landlords will retain the Tenant's security deposit and interest for rental arrears, damage and cleaning the Unit.
- [4] I find that the Landlords may dispose of the personal property contained in the Inventory List through the solid waste disposal system on or after December 20, 2024.

BACKGROUND

- [5] The Unit is a rental unit in a 5-unit building (the "Residential Property").
- [6] On July 1, 2021 the Tenant and the former landlord entered into a month-to-month tenancy agreement. A \$300.00 security deposit was paid at the beginning of the tenancy. Rent was \$600.00 due on the first day of the month.
- [7] On July 31, 2024 the Landlords purchased the Residential Property and the tenancy continued.
- [8] On September 27, 2024 the tenancy ended due to a *Form 4 (A) Eviction Notice* (the "Notice").
- [9] On October 9, 2024 the Landlords filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application seeks to retain the Tenant's security deposit and dispose of the personal property left behind by the Tenant at the Unit.
- [10] On November 1, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing (the "Notice of Hearing"), scheduled for November 26, 2024, along with a copy of the Application.
- [11] On November 18, 2024 the Rental Office telephoned the Tenant to confirm receipt of the Notice of Hearing. The Tenant stated that he did not receive the Notice of Hearing, but stated that he was not disputing the Landlords retaining the security deposit and interest. The Tenant stated that he was not participating in the hearing.
- [12] On November 19, 2024 the Rental Office emailed the parties an evidence package (the "Evidence Package").
- [13] On November 26, 2024 the Landlords participated in the hearing. The Tenant did not call into the hearing. The hearing proceeded in the Tenant's absence.

ISSUES

- i. Can the Landlords keep the Tenant's security deposit and interest?
- ii. Can the Landlords dispose of the personal property at the Unit left behind by the Tenant?

ANALYSIS**i. Can the Landlords keep the Tenant's security deposit and interest?**

[14] For the reasons below, I find that the Landlords can retain the Tenant's security deposit plus interest for rental arrears, damage and cleaning, in the amount of \$314.00.

[15] Clauses 19(1) and 39(2)(a) of the *Residential Tenancy Act* (or the "Act") states:

A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

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...

[16] The Landlords stated that the Tenant owes \$300.00 for rent for September 2024. The Tenant vacated the Unit leaving behind personal belongings. The Landlords stated that the Unit was left unclean and with some damage to the Unit's walls. The Landlords stated that they needed to sand, refill and paint the walls.

[17] I have reviewed the evidence and I find that the Landlords are entitled to retain the Tenant's security deposit and interest, in the amount of \$314.00.

[18] I find that the Landlords have provided undisputed evidence that the Tenant owes rental arrears for September of 2024. However, I find that the effective date of the Notice was September 27, 2024. Therefore, the Tenant is only responsible for prorated rent in the amount of \$240.00, the calculations are as follows:

- 27 days divided by 30 days in September multiplied by \$600.00 total rent amount = \$540.00 owed for 27 days in September.
- \$540.00 minus \$300 paid = \$240.00 owed.

[19] Further, I find that the Landlords have established their claim that the Unit was left below the standard of reasonably clean. I find that the Landlords are entitled to retain a portion of the security deposit and interest for their time to clean the Unit, valued at \$74.00. The Application is allowed.

[20] My calculations are as follows:

Item	Amount
Rental Arrears	\$240.00
Cleaning and Repairs	\$74.00
Total Owed	\$314.00
Security Deposit and interest	(\$314.00)

ii. **Are the Landlords authorized to dispose of the personal property at the Unit left behind by the Tenant?**

[21] Subsections 43(1) and (7) of the Act state:

- (1) *A tenant is not entitled to leave the tenant's personal property in the rental unit after the tenancy agreement is terminated.*
- (7) *The Director may, on application by a landlord under section 75, authorize the landlord to dispose of personal property referred to in subsection (2) prior to the end of the applicable storage period required under subsection (4) where the Director believes on reasonable grounds that*
 - (a) *the personal property has no monetary value;*
 - (b) *the cost of removing, storing or selling the personal property would be more than the proceeds of the sale; or*
 - (c) *the storage of the personal property would be unsanitary or unsafe.*

[22] Included in the Application was a list (the "Inventory List"), and photographs of the personal property left behind by the Tenant at the Unit.

[23] I have reviewed the Inventory List, photographs and the undisputed testimony provided by the Landlords. I find that the personal property remaining in the Unit either has no monetary value or the cost of removing, storing or selling the property would be more than the proceeds of the sale.

[24] As a result, this claim for disposal of the personal property in the Inventory List is approved.

[25] **As the Tenant may appeal this Order within 20 days, I find that the Landlords may dispose of the personal property contained in the Inventory List through the solid waste disposal system on or after December 20, 2024.**

IT IS THEREFORE ORDERED THAT

1. The Landlords will retain the Tenant's security deposit and interest, in the amount of \$314.00.
2. The Landlords may dispose of the personal property contained in the Inventory List through the solid waste disposal system on or after December 20, 2024.

DATED at Charlottetown, Prince Edward Island, this 29th 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.