

INTRODUCTION

- [1] The Landlord claims for rent owing, cleaning expenses and a late move-out fee, in the total amount of \$2,010.00. The Landlord seeks to retain the Tenant's security deposit plus additional compensation.

DISPOSITION

- [2] I find that the Landlord has established a claim for rent owing and cleaning expenses, in the amount of \$1,900.00. The Landlord has not established a claim for a \$110.00 late move-out fee. The Landlord will keep the security deposit, including interest, in the amount of \$1,810.23. The Tenant will pay the Landlord an additional amount of \$89.77.

BACKGROUND

- [3] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from September 1, 2023 to August 30, 2024. A security deposit of \$1,750.00 was paid on August 17, 2023. Rent in the amount of \$1,750.00 was due on the first day of the month and the rent increased to \$1,800.00 effective September 1, 2024.
- [4] The Landlord prepared an additional fixed term tenancy agreement which the Tenant did not sign.
- [5] On September 5, 2024 the Tenant sent a message to the Landlord stating that the Tenant would vacate the Unit on October 1, 2024.
- [6] On October 1, 2024 the Tenant vacated the Unit.
- [7] On October 15, 2024 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office") seeking retention of the security deposit and compensation exceeding the security deposit.
- [8] On November 18, 2024 the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking retention of the security deposit and compensation exceeding the security deposit. The Landlord named two additional persons on the Application.
- [9] On December 31, 2024 the Rental Office emailed the parties notice of a teleconference hearing but this first hearing date was later rescheduled.
- [10] On January 21, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 4, 2025 along with a copy of the Application.
- [11] On January 28, 2025 the Rental Office emailed the parties a 101-page PDF and audio evidence (the "Evidence Package").
- [12] On February 4, 2025 the Landlord's representative (the "Representative") and the Landlord's witness participated in a teleconference hearing. I telephoned the Tenant's number stated on the Application. A person answered the telephone call but the call terminated after I identified myself and the Representative. I telephoned the number again and left a voicemail with the teleconference hearing information. The hearing proceeded in the Tenant's absence. The Representative submitted additional evidence after the hearing.

ISSUE

- A. Has the Landlord established valid claims against the Tenant for rent owing, cleaning and a late move-out fee?

ANALYSIS

- [13] In the original tenancy agreement there were four people named as tenants but only the Tenant signed the tenancy agreement. One of the four tenants listed in the agreement is nine or ten years old. The evidence presented only establishes that the Tenant is a tenant of the Landlord and it appears that the other three persons are occupants.
- [14] The Representative stated that the Tenant gave notice on September 5, 2024 to end the tenancy agreement on October 1, 2024. The Representative stated that the Tenant had agreed to an additional fixed term tenancy agreement but had not signed the new agreement. The Landlord seeks rent owing, in the amount of \$1,800.00, for October 2024.
- [15] I note that the original fixed term expired in August 2024. It is unclear whether the tenancy was month-to-month or fixed-term after this point. However, even for a month-to-month tenancy agreement, the Tenant would be required to provide one full month's notice. The procedure for ending a month-to-month tenancy by notice is stated in subsection 55(2) of the *Residential Tenancy Act*:
- A tenant may end a month-to-month or other periodic tenancy by giving the landlord a notice of termination effective on a date that*
(a) is not earlier than one month after the date the landlord receives the notice; and
(b) is the day before the day that rent is payable under the tenancy agreement.
- [16] The earliest that the Tenant's September 5, 2024 notice would end the tenancy was October 31, 2024. The Representative's undisputed evidence establishes that the Landlord engaged in reasonable mitigation efforts to find a replacement tenant. The Landlord was unable to successfully re-rent the Unit for October 2024 because the Landlord discovered cockroaches in the Unit, which had not been reported by the Tenant.
- [17] As a result, the Landlord has established a valid \$1,800.00 claim for October 2024 rent.
- [18] The Representative submits that the Tenant also agreed to a \$100.00 cleaning expense and a \$110.00 late move out fee.
- [19] The Representative stated that the Tenant did not leave the Unit in a clean condition. The Representative stated that two of the Landlord's employees worked for a total of 11 hours as a cost of \$20.00 per hour. I find that the Landlord's undisputed evidence establishes a valid \$100.00 cleaning claim.
- [20] The Landlord has made a successful claim for October 2024 rent. I find that the Landlord cannot also collect an additional charge for the Tenant moving out late on October 1, 2024 when the Tenant is already responsible for rent for the month. The \$110.00 late move-out charge is denied.
- [21] I find that the Landlord has established a total claim of \$1,900.00.
- [22] The Landlord will keep the Tenant's security deposit, including interest. The Tenant will pay the Landlord the amount of \$89.77 by the timeline below, calculated as follows:

Item	Amount
Rent owed	\$1,800.00
Cleaning expenses	\$100.00
Security Deposit (including interest)	-\$1,810.23
Balance	\$89.77

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,810.23.
2. The Tenant will pay the Landlord the amount of \$89.77 by March 6, 2025.

DATED at Charlottetown, Prince Edward Island, this 6th day of February, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.