

**INTRODUCTION**

- [1] The Landlord claims against the Tenants for prorated rent, cleaning expenses and undue damage, in the total amount of \$966.33. The Landlord seeks to retain a portion of the Tenants' security deposit.

**DISPOSITION**

- [2] I find that the Landlord has established claims for prorated rent, cleaning and undue damage, in the total amount of \$592.58. The Landlord can retain \$592.58 from the Tenants' security deposit. The balance of the security deposit \$825.34 returned to the Tenants.

**BACKGROUND**

- [3] On August 16, 2022 the parties entered into a written, one-year fixed-term tenancy agreement for the period of September 1, 2022 to September 1, 2023. Upon the expiry of the fixed-term the tenancy continued on a month-to-month basis. A \$1,350.00 security deposit was paid on August 16, 2022. Rent was \$1,390.00 due on the first day of the month.
- [4] On November 1, 2024 the Tenants vacated the Unit and the tenancy ended by mutual agreement.
- [5] On November 7, 2024 the Landlord's representative (the "Representative") filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application sought to retain a portion of the Tenants' security deposit.
- [6] On November 20, 2024 the Rental Office emailed the parties notice of a teleconference hearing, scheduled for January 7, 2025.
- [7] On December 20, 2024 the Rental Office emailed the parties a 68-page PDF document (the "Evidence Package" or "EP").
- [8] On January 7, 2025 the Representative and the Tenants participated in the teleconference hearing for determination of the Application. The parties acknowledged receipt of the Evidence Package and confirmed that all the documents sent to the Rental Office were included in the Evidence Package.
- [9] The Tenants submitted 5-pages of documents (the "Additional Evidence") after the conclusion of the hearing. The Additional Evidence was sent to the Representative. The Representative did not submit a response to the Additional Evidence.

**ISSUE**

- A. Has the Landlord established valid claims against the Tenants for prorated rent, cleaning and damage?

**ANALYSIS**

- [10] For the reasons below, I find that the Landlord has established claims for prorated rent, cleaning and undue damage, in the total amount of \$592.58.
- [11] Clause 39(2)(a) of the *Residential Tenancy Act* (or the "Act") provides the following rules regarding the condition of a rental 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...*

- [12] The Representative provided a *Form 5 Landlord Condition Inspection Report* (the "Report") into evidence (EP15). The Report was completed by the Representative alone on November 4, 2024.

### Claims

#### 1. Prorated rent

- [13] The parties did not dispute that the Tenants owe one day's rent for November 2024. The claim is allowed in the amount of \$46.33 (1 day / 30 days in Nov. x \$1,390.00 rent). Claim allowed.

#### 2. Cleaning

- [14] The Representative stated that the Unit required cleaning after the Tenants vacated. The Representative stated that the cleaning costs were \$115.00 (\$25.00/hr. x 4 hours + HST) (EP15 & 52). The Representative provided photographs taken of the Unit on November 4, 2024 showing the condition of the Unit (EP16-31).

- [15] The Tenants stated that they cleaned the Unit before vacating. The Tenants submitted screenshots from a video taken at the end of the tenancy (EP61-68). The Tenants did not submit the video into evidence. The Tenants stated that four hours of cleaning was excessive and only one hour would justify needing to clean the countertops and stove vent.

- [16] I have reviewed the evidence and I find that the evidence establishes that some areas of the Unit required cleaning. The Representative provided a \$115.00 cleaning cost based on four hours of cleaning at \$25.00/hr. I find that this cost is reasonable based on the evidence. Claim allowed in the amount of \$115.00.

#### 3. Damage

##### a. Closet Door

- [17] The Representative stated that the Tenants removed and damaged a closet door. The replacement, painting and labour for the closet door was \$400.00 plus HST. The Representative stated that at the time of the hearing, the door was not replaced but their maintenance person was going to be doing the work shortly.

- [18] The Tenants stated that they did cause the damage to the closet door. The Tenants stated that they asked the Representative for a quote to replace the door during the tenancy. The Tenants stated that the price to replace the closet door is inflated. The Tenants submitted an advertisement for a closet door for \$98.00 from Home Depot into evidence (EP39-40).

- [19] The parties did not dispute that the Tenants caused the damage to the closet door. The parties disputed the cost associated with replacing, painting and installing the closet door. In these circumstances, I find that the Tenants are responsible for \$258.75 for the cost of replacing the closet door and labour plus HST (\$125.00 for closet door + \$100.00 for labour + HST). Claim allowed, in part.

##### b. Refrigerator Drawer

- [20] The parties did not dispute the claim. The claim is allowed in the amount of \$172.50 (\$150.00 + HST).

##### c. Repair Walls

- [21] The Representative stated that there were numerous nail holes in the walls. The Representative stated that there was water damage on the walls, which caused mould. The Representative stated that it cost \$150.00 plus HST to repair the walls.

- [22] The Tenants stated that the nail holes on the walls is normal wear and tear. The Tenants stated that there was nothing in the tenancy agreement that prohibited them from using nails on the walls. The Tenants stated that they did not cause the water damage and the mould. The Tenants stated that there was a leak and issues in the rental unit above, which may have caused the water damage.
- [23] I have reviewed the evidence and I find that the Landlord has not established a claim for undue damage to the walls. I find that the photographic evidence provided shows normal wear and tear. Further, I find that there is insufficient evidence to establish that the Tenants caused the water damage to the walls. This claim is denied.

**CONCLUSION**

- [24] The Application is allowed in part. The Landlord will retain \$592.58 from the security deposit, calculated as follows:

Item	Amount
Security Deposit (including interest)	\$1,417.92
Prorated rent owed	\$46.33
Cleaning expenses	\$115.00
Damage (Closet Door + Fridge Drawer)	\$431.25
Total Landlord Claim	\$592.58
Balance Returned to Tenants	\$825.34

- [25] The Landlord will return the remaining balance of the security deposit and interest, in the amount of \$825.34 by March 10, 2025.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will retain \$592.58 from the Tenants' security deposit.
2. The Landlord will return the remaining balance of the Tenants' security deposit and interest, in the amount of \$825.34 by March 10, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 10th day of February, 2025.

(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.