

INTRODUCTION

- [1] The Landlord claims against the Tenant for a total amount of \$1,004.41 for cleaning, garbage removal and damage to the Unit.

DISPOSITION

- [2] I find that the Landlord has established claims for cleaning, garbage removal and damage, in the total amount of \$1,004.41.

BACKGROUND

- [3] On August 1, 2023 the parties entered into a written, one-year, fixed-term tenancy agreement. Upon the expiry of the fixed-term, the tenancy continued on a month-to-month basis. A \$933.00 security deposit was required, however, only \$67.00 was paid. Rent was \$960.00 due on the first day of the month.
- [4] On September 19, 2024 Order LD24-310 from the Residential Tenancy Office (the "Rental Office") ordered the termination of the tenancy and ordered the Tenant to vacate the Unit by 5:00 p.m. September 30, 2024.
- [5] On October 2, 2024 the Tenant vacated the Unit.
- [6] The parties agreed that the Landlord could retain the Tenant's \$67.00 security deposit.
- [7] On October 15, 2024 the Landlord's representative (the "Representative") filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office. The Application sought a monetary order in the amount of \$1,004.41 for cleaning and damage to the Unit.
- [8] On October 31, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing, scheduled for November 21, 2024.
- [9] On November 15, 2024 the Rental Office emailed the parties a 43-page PDF document (the "Evidence Package" or "EP").
- [10] On November 21, 2024 the Tenant contacted the Rental Office and requested an adjournment that was granted.
- [11] On November 26, 2024 the Rental Office emailed the parties an updated notice of teleconference hearing, scheduled for January 9, 2025.
- [12] On January 9, 2025 the Representative and the Tenant participated in the teleconference hearing for determination of the Application. The parties confirmed receipt of the Evidence Package and the Representative confirmed all documents submitted to the Rental Office were included.

ISSUE

- A. Has the Landlord established a claim for cleaning, garbage removal and damage?

ANALYSIS

- [13] For the reasons below, I find that the Landlord has established claims for cleaning, garbage removal and damage to the Unit, in the total amount of \$1,004.41.

- [14] 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...*

- [15] I note that the Act did not require the Tenant to leave the Unit in move-in ready condition for the next occupant. The applicable standard is “reasonably clean.”

- [16] Recently, the Island Regulatory and Appeals Commission (the “Commission”) in Order LR25-02 commented on the importance of photographs at the beginning of the tenancy to establish a baseline condition of the rental unit. The Commission stated:

“The Commission wishes to remind landlords that in order to fully support claims for damage and or necessary cleaning it is essential to have pictures for both the beginning and the end of the tenancy. Pictures at the beginning of the tenancy are necessary to establish a reference point with respect to condition and cleanliness.”

- [17] The Representative provided a move-out inspection report (the “Report”) into evidence (EP32). The Report was completed by the Representative alone on October 2, 2024. Accompanied with the Report were photographs of the Unit taken on October 2, 2024 (EP23-26).

- [18] The Representative stated that the Unit was not cleaned, garbage was left in the Unit and damage to the Unit's walls was found. The Unit was repainted and a glass window was replaced but not charged to the Tenant.

- [19] The Tenant stated that the window was broken previously to her moving into the Unit. The Tenant did not dispute the condition of the Unit. The Tenant stated that she planned on cleaning the Unit but was unable to return to the Unit and did not receive any response from the Representative.

- [20] The Tenant stated that garbage was left behind in the Unit. The Tenant stated that the damage to the wall happened while she was moving out of the Unit.

- [21] I have reviewed the evidence. Despite the Landlord not submitting “before” photographs to determine a baseline condition of the Unit, I find that the parties provided undisputed evidence regarding the condition of the Unit. I find that the Tenant vacated the Unit leaving the Unit below the standard of “reasonably clean” and caused damage to the Unit beyond reasonable wear and tear.

- [22] I accept the Landlord's Report and calculation of costs.

- [23] The Application is allowed. The Tenant must pay the Landlord \$1,004.41 by March 10, 2025.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$1,004.41 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.