

INTRODUCTION

- [1] The Landlord claims against the Tenants for damage and cleaning. The Landlord seeks to retain the Tenants' security deposit, including interest, in the amount of \$525.22.

DISPOSITION

- [2] I find that the Landlord has established valid claims for damage and cleaning and is able to retain the security deposit, including interest.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom apartment located in a 49-unit building (the "Residential Property") that the Landlord has owned since the Spring of 2018.
- [4] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from April 1, 2022 to March 31, 2023 that converted to a month-to-month agreement. A security deposit of \$500.00 was paid on March 29, 2022. Rent in the amount of \$1,100.00 was originally due on the first day of the month and the rent was later increased.
- [5] On October 22, 2024 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* for effect on November 30, 2024 due to unauthorized subletting.
- [6] The Tenants and all occupants vacated the Unit by November 30, 2024.
- [7] On December 13, 2024 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking to retain the security deposit.
- [8] On December 19, 2024 the Rental Office emailed the parties notice of a teleconference hearing, but this first hearing date was later rescheduled.
- [9] On January 20, 2025 the Rental Office emailed the parties a 25-page PDF (the "Evidence Package").
- [10] On January 23, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 11, 2025 along with a copy of the Application.
- [11] On February 11, 2025 the Landlord's representative (the "Representative") participated in a teleconference hearing. I emailed the Tenants an additional copy of the notice of hearing and advised that the hearing would be moving forward. Ten minutes after the scheduled hearing time the hearing proceeded in the Tenants' absence.

ISSUE

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

ANALYSIS

- [12] The Representative provided the following evidence.
- [13] On August 9, 2024 the Landlord received an afterhours complaint from the Tenants' neighbour that there was smoke in the Residential Property. The Landlord's maintenance team (the "Team") attended the Residential Property but was unable to access the Unit through the door because the lock had been changed. The Team entered the Unit through a window. The Team discovered a pot

had been left on the Unit's stove on the high setting, which had damaged the stove. The stove has been replaced and the cost is from \$500.00 to \$800.00.

- [14] The Tenants did not adequately clean the bathroom tub during the tenancy which caused a black residue to accumulate. The Landlord was unable to remove the residue and had to recoat the tub, at a cost of \$701.50.
- [15] The Tenants did not fully clean the Unit at the end of the tenancy. The Landlord's cleaners spent seven hours cleaning. In particular, there was significant mildew buildup in the bathroom and grease buildup in the kitchen. The hourly charge for the cleaners is \$25.00.
- [16] I find that the Application is allowed. The Landlord's undisputed evidence establishes that the Landlord repaired undue damage and completed cleaning work to bring the Unit to a reasonably clean condition in an amount up to the security deposit, including interest.
- [17] The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$525.22.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$525.22.

DATED at Charlottetown, Prince Edward Island, this 12th 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.