

INTRODUCTION

- [1] The Landlord claims against the Tenant for damage and cleaning. The Landlord seeks to retain the Tenant's security deposit, including interest, in the amount of \$1,354.40.

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 an apartment in an 18-unit building (the "Residential Property").
- [4] In August 2022 the parties entered into a written, one-year tenancy agreement for the period of August 18, 2022 to August 31, 2023. Upon expiry of the fixed-term the tenancy continued on a month-to-month basis. A \$1,300.00 security deposit was paid on August 18, 2022. Rent was \$1,300.00 due on the first day of the month.
- [5] On September 18, 2024 the Tenant gave notice that they were vacating the Unit on September 30, 2024.
- [6] On September 30, 2024 the Tenant vacated the Unit and the tenancy ended by mutual agreement.
- [7] On October 8, 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") seeking to retain the security deposit, including interest for damage and cleaning.
- [8] The Representative emailed the Application to the Tenant.
- [9] On November 1, 2024 the Rental Office emailed the parties notice of a teleconference hearing scheduled for November 28, 2024.
- [10] On November 26, 2024 the Rental Office emailed the parties a 34-page PDF document (the "Evidence Package" or "EP").
- [11] On November 27, 2024 the Rental Office emailed the Tenant reminding them of the scheduled teleconference hearing.
- [12] On November 28, 2024 the Representative joined the teleconference hearing. The Tenant did not join. I telephoned the Tenant and received no response. After a ten-minute delay, the hearing proceeded in the Tenant's absence. The Representative confirmed that all the documents sent to the Rental Office were included in the Evidence Package.

ISSUE

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

ANALYSIS

- [13] For the reasons below, I find that the Landlord has established claims for damage and cleaning and will keep the security deposit, including interest in the amount of \$1,354.40
- [14] The Representative provided undisputed evidence that the Tenant left the Unit in a damaged and unclean condition. The Representative stated that four doors were broken, walls were damaged, a refrigerator handle was broken and the Unit required cleaning.

- [15] The Landlord submitted a move-in inspection report dated August 18, 2022 (EP7), a reminder to vacate notice dated September 18, 2024 (EP8), a *Form 5 Landlord Condition Inspection Report* (the "Report") dated October 2, 2024 and photographs of the Unit at the end of the tenancy (EP10-34).
- [16] The Representative stated that it cost \$900.00 to repair the doors, \$200.00 to paint and fix the walls, \$50.00 to replace the handle and \$204.40 to clean the Unit.
- [17] The Representative stated that some of the documentary evidence indicates two different names for the Tenant. The Representative stated that they are the same person.
- [18] 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...

- [19] I have reviewed the undisputed evidence and I find that the Landlord has established claims for damage to the Unit which is not normal wear and tear and cleaning costs to bring the Unit to a reasonably clean standard.
- [20] The Landlord provided a move-in inspection report to establish a baseline condition for the Unit. Upon reviewing the Report and the photographs of the Unit at the end of the tenancy I find that the Landlord has established its claim.
- [21] 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 to the security deposit, including interest.
- [22] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,354.40.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$1,354.40.

DATED at Charlottetown, Prince Edward Island, this 26th 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.