

**INTRODUCTION**

[1] The Landlords are seeking compensation for cleaning and repairs.

[2] The Tenant is seeking a return of double the security deposit.

**DISPOSITION**

[3] The Landlords have not established their claims.

[4] The Landlords will pay the Tenant double the security deposit plus interest, totalling \$2,976.46.

**BACKGROUND**

[5] The Unit is a single-family house the Landlords own.

[6] On May 27, 2021, the parties entered into a written fixed-term tenancy agreement from July 1, 2021, to June 30, 2022. The tenancy agreement then converted to a month-to-month agreement. Rent was \$1,493.50 monthly, and a security deposit of \$1,450.00 was paid at the beginning of the tenancy.

[7] On August 30, 2024, the Tenant moved out of the Unit, and the tenancy ended.

[8] On October 8, 2024, the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Residential Tenancy Office (the "Rental Office"), seeking a return of double the security deposit.

[9] On October 30, 2024, the Rental Office mailed the parties notice of a teleconference hearing scheduled for November 26, 2024.

[10] On November 20, 2024, the Rental Office emailed a 96-page evidence package to the parties through TitanFile.

[11] On November 26, 2024, the teleconference hearing was postponed because the Landlords were unable to view the evidence package.

[12] On January 3, 2025, the Landlords filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office, seeking compensation for cleaning and damage.

[13] On January 16, 2025, the Rental Office mailed and emailed the parties notice of a rescheduled teleconference hearing for February 13, 2025.

[14] On February 5, 2025, the Rental Office emailed a 170-page revised evidence package to the parties through TitanFile.

[15] On February 13, 2025, a Landlord representing both the Landlords and the Tenant participated in a teleconference hearing. Both parties stated they received a copy of the revised evidence package and that all documents submitted to the Rental Office were included in the revised evidence package.

**ISSUES**

- A. Must the Tenant compensate the Landlords?
- B. Must the Landlords return double the security deposit to the Tenant?

**ANALYSIS****A. Must the Tenant compensate the Landlords?**

- [16] The Landlord stated that it cost \$1,008.00 to clean the Unit, \$3,500.00 to refinish the floor, and \$4,600.00 to repaint the walls, totalling \$9,108.00. After deducting the security deposit, the remaining balance is \$7,658.00. The Landlord stated he is only seeking 30% of \$7,658.00, which is \$2,300.00, for the cleaning and repairs.

**Cleaning**

- [17] The Landlord stated that it cost \$1,008.00 to clean the Unit after the Tenant moved out. The Landlord submitted a cleaning invoice and photographs of the Unit after the Tenant moved out as evidence.
- [18] The Tenant disputed the Landlord's claim and stated that the Landlord's photographs showed the Unit was clean when he moved out. The Tenant noted that the Unit was unclean when he moved in, and the previous tenants left behind items. The Tenant stated he had to clean himself, and he submitted photographs of the Unit from when he moved in as evidence.
- [19] Subsection 39(2)(a) of the *Residential Tenancy Act* (the "Act") states:

*When a tenant vacates a rental unit, the tenant shall leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear.*

- [20] I note that the Act does not require a tenant to leave a rental unit in a move-in-ready condition for the next occupant and that the applicable standard is "*reasonably clean*." I find that the Landlords have not provided sufficient evidence to establish that the Unit was left below the standard of reasonably clean when the Tenant moved out. Furthermore, I note that the parties' photographs demonstrate that the Unit was left in a cleaner condition when the Tenant moved out than when the Tenant moved in. This claim is denied.

**Damages**

- [21] The Landlord stated that the Tenant had two dogs, which was contrary to the tenancy agreement. The Landlord found out about the dogs a year after the Tenant moved in. The Landlord asked the Tenant to pay an extra fee for the pets, but the Tenant refused. The Landlord stated the dogs had damaged the Unit's floor, and he referenced the photographs he had submitted. The Landlord stated that he had refinished the floors in 2014 at a cost of \$3,500.00 and estimated it would cost the same to refinish them again.
- [22] The Landlord stated that he had bought the paint for the Unit and submitted an invoice for \$991.43 as evidence. The Landlord noted that \$4,600.00 is an estimate for the total cost of paint and labour. He stated that there is currently a tenant in the Unit, and he does not know when he would be completing the repairs or painting. The Unit was last painted in 2014.
- [23] The Tenant denied damaging the Unit and noted that any damage would be considered regular wear and tear. The Tenant stated that his submitted photographs from the beginning of the tenancy show that the walls and floors were already damaged, and other parts of the Unit were not in good condition.

- [24] The Tenant also submitted a letter as evidence that he stated he provided to the Landlords after he moved in. The letter detailed several repairs that needed to be addressed in the Unit, such as repairing and painting the walls. He stated the walls were never painted during his tenancy.
- [25] The Tenant acknowledged that he had two dogs, which was contrary to the tenancy agreement. He stated that the Landlords were aware of the dogs after the first year of the tenancy, but they did not address the dogs with the Tenant or state the dogs were a problem. The Tenant denied that the dogs damaged the floor, as the floor was already in poor condition when he moved in.
- [26] I find that the Landlord has not submitted sufficient evidence to establish that the Tenant must compensate the Landlord for damages. The Tenant's move-in photographs have established a baseline condition of the Unit from when the Tenant moved in. I find that the parties' submitted photographs show that the Unit was in essentially the same condition when the Tenant moved in as when the Tenant moved out.
- [27] I also note that the last time the walls were painted and the floor was refinished was in 2014. After ten years, it would be expected that the walls and floors would show signs of reasonable wear and tear without any ongoing maintenance. These claims are denied.
- [28] The Landlord should note that a pet fee is not a fee that is allowed to be charged by a landlord under clause 20(2) of the Act.

**Oil**

- [29] The Landlord stated that he is seeking \$150.00 for oil as the Tenant did not fill the oil tank when he moved out. The Landlord submitted a photograph of the oil tank gauge as evidence showing the gauge was between three-quarters and full. The Landlord stated the tenancy agreement required the Tenant to fill the oil tank when moving out.
- [30] The Tenant stated that he filled the oil tank when he moved out and disputed the Landlords' claim for fuel expenses. The Tenant submitted a copy of an oil invoice from August 29, 2024, as evidence and stated the oil company would have filled the tank to full at his request.
- [31] I find that the Landlord has not submitted sufficient evidence to establish that the Tenant must compensate the Landlord for the oil expense. The Landlord has not submitted sufficient documentary evidence, such as an invoice or receipt, to establish that it cost \$150.00 to fill the oil tank after the Tenant moved out. This claim is denied.

**B. Must the Landlords return double the security deposit to the Tenant?**

- [32] The Tenant stated he is seeking a return of the security deposit.
- [33] The Landlord stated that he was seeking to keep the security deposit for damage and cleaning.
- [34] Section 40 of the Act addresses the retention and return of a security deposit. After the tenancy ended on August 30, 2024, the Landlords had 15 days (September 16, 2024, as September 14, 2024, was a Saturday) to either return the security deposit to the Tenant or file an application with the Rental Office to keep the security deposit, but the Landlords did neither.
- [35] No earlier Rental Office decisions authorize the Landlords to keep the security deposit. At the end of the tenancy, the parties did not enter a written agreement permitting the Landlords to keep the security deposit.
- [36] I find that the Landlords did not comply with the Section 40 requirements for retaining a security deposit. Therefore, by operation of law, the Landlords must compensate the Tenant double the security deposit plus interest on the security deposit under subsection 40(4).

**CONCLUSION**

[37] I find that the Tenant Application is allowed, and the Landlord Application is denied.

[38] The Landlords will pay the Tenant \$2,976.46 by April 28, 2025.

**IT IS THEREFORE ORDERED THAT**

1. The Landlords will pay the Tenant \$2,976.46 by April 28, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 27th day of February, 2025.

(sgd.) Mitch King

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**Mitch King**  
**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.