

INTRODUCTION

- [1] The Landlords seek to keep the Tenants' security deposit for rent owed plus compensation for cleaning, damages and lost rental income.

DISPOSITION

- [2] The Landlords will keep the security deposit for rent owed for October 2024.
- [3] The Tenants will pay the Landlords \$262.69 for garbage removal and cleaning supplies.

BACKGROUND

- [4] The Unit is a single-family house that the Landlords own.
- [5] The parties entered into a written, fixed-term tenancy agreement for the Unit from September 1, 2022, to August 31, 2023. The tenancy agreement then continued as a month-to-month agreement. Rent was \$2,000.00, due on the first day of the month. A security deposit of \$2,000.00 was paid on September 1, 2022.
- [6] The Tenants moved out of the Unit on November 1, 2024.
- [7] On November 12, 2024, the Landlords filed two *Form 2(B) Landlord Applications to Determine Dispute* with the Rental Office (the "Applications"), with each Tenant named on each application. The Applications seek to keep the security deposit and additional compensation.
- [8] On January 16, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 13, 2025.
- [9] On February 4, 2025, the Rental Office emailed the parties a 74-page evidence package.
- [10] On February 13, 2025, the Landlords called into the hearing, acknowledged receipt of the evidence package, and confirmed that all documents submitted to the Rental Office were included.
- [11] I called and emailed the Tenants before the hearing, but the Tenants did not join the hearing. The hearing proceeded in the Tenants' absence.
- [12] After the hearing, the Landlords submitted additional evidence, which was also provided to the Tenants. No further submissions were received from either party.

ISSUES

- A. Have the Landlords established a valid claim to keep the security deposit for rent owed?
- B. Have the Landlords established valid claims for additional compensation?

ANALYSIS**A. Have the Landlords established a valid claim to keep the security deposit for rent owed?**

- [13] The Landlords stated they are seeking to keep the security deposit for rent owed for October 2024, as the Tenants did not pay rent for that month. The security deposit is \$2,000.00, and the rent owed is \$2,000.00.
- [14] I find that the Landlords' undisputed testimony establishes that the Tenants did not pay rent for October 2024, and the Landlords will keep the security deposit for rent owed. This claim is allowed.

B. Have the Landlords established valid claims for additional compensation?**Garbage and Cleaning Supplies**

[15] The Landlords stated that the Tenants left garbage in the Unit and that the Unit was left unclean when the Tenants moved out. Photographs of the Unit after the Tenants moved out were submitted as evidence. An invoice for \$287.50 was submitted for garbage taken to the dump. Invoices were submitted for \$75.82 and \$2.86 for cleaning supplies, as the Landlords stated they cleaned the Unit themselves.

[16] Clause 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.

[17] I find that the Landlords have provided sufficient evidence to establish that the Unit was not left in a reasonably clean condition. The Landlords’ claims for garbage removal for \$287.50 and cleaning supplies for \$78.68, totalling \$366.18, are allowed.

Dehumidifier and Lawnmower

[18] The Landlords stated that the Tenants took a dehumidifier from the Unit when they moved out. The Tenants stated it would be returned, but it was not returned to the Landlords.

[19] A few weeks after the Tenants moved out, the Landlords found that the lawnmower was missing from the shed. The Landlords stated that the shed was not locked after the Tenants moved out and before the lawnmower was found missing. The Landlords have not asked the Tenants if they took the lawnmower.

[20] The Landlords claimed \$425.49 for the dehumidifier and \$344.99 for the lawnmower but stated they have not yet purchased these items.

[21] I find that the Landlords have not provided sufficient evidence to establish their claims for the dehumidifier or lawnmower. The Landlords have not provided sufficient documentary evidence, such as invoices, receipts, or photographs, to establish the cost of these items. Furthermore, the Landlords stated that the shed was unlocked for several weeks after the Tenants moved out before they noticed the missing lawnmower. I find that the Landlords have not sufficiently established that the Tenants took the lawnmower when they moved out.

Repairs

[22] The Landlords stated that the Tenants and Tenants’ pets caused damage to the Unit. The Landlords stated that the Tenants were allowed to have two dogs and a cat, and the animals damaged the walls, doors, and floors. The Tenants left TV mounts on the walls, and the Tenants put other holes in the walls. Photographs of the Unit after the Tenants moved out were submitted as evidence. An invoice for the floor repair for \$7,956.63 and an estimate for repairing the Unit for \$12,926.00 were submitted as evidence.

[23] The Landlords stated that in October 2024, they completed two walkthroughs with one of the Tenants, as the other Tenant was in custody at that time. During the first walkthrough, the Tenant stated that she would hire someone to repair the damages to the Unit; however, no repairs were completed.

[24] The Landlords stated that they do not have any move-in photographs of the Unit. The Landlords stated there was only one previous tenant who had lived in the Unit for one year prior to the Tenants. The Landlords stated that they returned all of the previous tenant's security deposit because the Unit was left in good condition.

[25] In Order LR25-02, the Island Regulatory and Appeals 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.

[26] The parties did not complete written move-in or move-out condition inspection reports or submit photographs showing the condition at the beginning of the tenancy. As a result, I have limited evidence regarding the baseline condition of the Unit at the beginning of the tenancy.

[27] I note that one of the benefits of completing inspection reports is that landlords and tenants put their minds to cleanliness and damage problems at the beginning and the end of the tenancy.

[28] The *Rental of Residential Property Act* (the "*Former Act*") was in force at the time the tenancy commenced. Although inspection reports were not mandatory under the *Former Act*, the Rental Office had a standard inspection report form available at that time to assist landlords and tenants in documenting the condition of rental units.

[29] Although the evidence submitted by the Landlords demonstrates damage to the Unit, the evidence does not sufficiently establish that the Tenants caused the damage. As a result, I cannot find, on a balance of probabilities, that the Tenants have caused the damage to the Unit and must compensate the Landlords. These claims are denied.

Lost Rental Income

[30] The evidence establishes that the tenancy ended on November 1, 2024. The Landlords stated that they were unable to rent the Unit from November 2024 to February 2025 because they had to repair the Unit. The repairs have all been completed, and the Landlords are looking for new tenants for March 1, 2025. The Landlords are seeking four months' rent, totalling \$8,000.00, for lost rental income.

[31] As the Landlords have not provided sufficient evidence to establish that the Tenants damaged the Unit, I find that the Landlords have not established that the Tenants must compensate the Landlords for the lost rental income. This claim is denied.

CONCLUSION

[32] The Landlords will keep the Tenants' security deposit of \$2,000.00 for October 2024 rent.

[33] The Landlords' claims for garbage removal and cleaning supplies, totalling \$366.18, are allowed.

[34] The interest accrued on the security deposit of \$103.49 will be offset against the amount owed.

[35] The Tenants will pay the Landlords \$262.69 by the timeline below.

[36] The calculations are as follows:

Item	Amount
Rent Owed	\$2,000.00
Additional Compensation	\$366.18
Security Deposit	(\$2,000.00)
Interest (Sept. 1/22 – Mar. 3/25)	(\$103.49)
Total	\$262.69

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenants' security deposit of \$2,000.00 for October 2024 rent.
2. The Tenants will pay the Landlords \$262.69 by April 3, 2025.

DATED at Charlottetown, Prince Edward Island, this 3rd day of March, 2025.

(sgd.) Mitch King

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.