

INTRODUCTION

- [1] The Landlord claims against the Tenant for rent, cleaning and disposal costs. The Landlord seeks to keep the Tenant's security deposit plus additional compensation.

DISPOSITION

- [2] I find that the Landlord has established a rent owing claim against the Tenant for pro-rated December 2024 rent, in the amount of \$643.75. The Landlord has also established cleaning and disposal costs against the Tenant, in the amount of \$300.00.
- [3] The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$820.36. The Tenant will pay the Landlord additional compensation, in the amount of \$123.39.

BACKGROUND

- [4] The Unit is a bachelor suite in a 13-unit building (the "Residential Property").
- [5] The Landlord and the Tenant entered into a written, month-to-month tenancy agreement for the Unit that started on January 24, 2022. The Tenant paid a \$780.00 security deposit on January 21, 2022. As of December 2024, rent of \$798.25 was due on the first day of the month.
- [6] On December 5, 2024 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* for non-payment of rent with an effective date of December 25, 2024 (the "Notice").
- [7] On December 30, 2024 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking rent owing, vacant possession of the Unit, and for the Sheriff to put the Landlord in possession. The Landlord emailed a copy of the Application to the Tenant at 5:52 p.m. on December 27, 2024.
- [8] On January 6, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for January 16, 2025.
- [9] On January 10, 2025 the Rental Office emailed the parties an evidence package.
- [10] On January 16, 2025 the Landlord amended the Application because the Landlord learned that the Tenant had vacated the Unit. The Landlord increased the rent owing claim and added claims for cleaning and disposal costs (the "Amended Application"). The Landlord emailed the Tenant the Amended Application. The Rental Office emailed the parties notice of a hearing rescheduled for February 25, 2025.
- [11] On February 19, 2025 the Rental Office emailed the parties an updated 24-page evidence package.
- [12] On February 25, 2025 the Landlord's representative (the "Representative") joined the teleconference hearing for determination of the Amended Application. I telephoned the Tenant and confirmed that the Rental Office had the Tenant's correct email address. The Tenant stated that he was busy at work and he provided a brief response to the claims in the Amended Application. I asked the Tenant if he wanted the hearing to be moved so he could participate on another date. The Tenant stated again that he was busy at work and the Tenant disconnected from the hearing without answering my request. The hearing continued in the Tenant's absence.

ISSUES

- A. Does the Tenant owe rent to the Landlord?
- B. Must the Tenant compensate the Landlord for cleaning and disposal costs?

ANALYSIS**A. Does the Tenant owe rent to the Landlord?**

- [13] The Landlord's evidence establishes that the Tenant did not pay rent after November of 2024.
- [14] The Representative stated that the Tenant did not advise the Landlord that he had vacated the Unit. On January 13, 2025 the Landlord became aware that the Tenant had moved out of the Unit based upon communication with another tenant of the Residential Property. On January 14, 2025 the Landlord took possession of the Unit.
- [15] From December 5, 2024 to January 13, 2025 the Landlord did not have a representative attend the Unit to check if the Tenant had moved out. The Representative noted that this time was around the holidays and the Landlord was waiting for communication from the Tenant that he had moved out.
- [16] The Tenant stated that he moved out of the Unit before the evening of Christmas Day because of the Notice. The Tenant stated that he does not currently live in Prince Edward Island and he does not have any money.
- [17] I find that the Tenant owes rent in the amount of \$643.75 (25 days divided by 31 days multiplied by \$798.25) for the period of December 1 to December 25, 2024, being the effective date of the Notice.
- [18] Subsection 74(1) of the *Residential Tenancy Act* (or the "Act") states:

A landlord is entitled to compensation for a former tenant's use and occupation of the rental unit after the tenancy has been terminated.

- [19] Based upon the evidence presented, I am not satisfied that the Tenant used and occupied the Unit after December 25, 2024. The Tenant stated that he moved out of the Unit by December 25, 2024 and the Landlord did not have a representative check the Unit to confirm whether or not the Tenant had vacated until January 13, 2025. Therefore, the Landlord's rent owing claim after December 25, 2024 is denied.

B. Must the Tenant compensate the Landlord for cleaning and disposal costs?

- [20] The Landlord claims \$759.00 for cleaning and disposal costs.
- [21] The Representative did not directly participate in the cleaning or disposal work. The Representative submitted into evidence photographs of the Unit taken on January 16, 2025 by another representative of the Landlord. The Representative was unsure of the out-of-pocket expenses and the number of hours spent cleaning the Unit and disposing of the property.
- [22] The Tenant stated that he left clothes and other things behind in the Unit that he did not want.
- [23] Clause 39(2)(a) of the *Act* provides the following rules regarding the condition of a rental unit at the end of a 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...*

- [24] I note that the *Act* does not require the Tenant to leave the Unit in move-in ready condition for the next occupant. The applicable standard is "*reasonably clean.*"

[25] Subsection 43(1) states:

A tenant is not entitled to leave the tenant's personal property in the rental unit after the tenancy agreement is terminated.

[26] The evidence presented establishes that the Tenant did not leave the Unit in a reasonably clean condition and the Tenant also left behind unwanted items.

[27] The Landlord has claimed \$759.00 for the cleaning and disposal work. However, there is insufficient evidence regarding the Landlord's out of pocket expenses and the number of hours worked to support this total amount. I do not have direct evidence from the persons that completed the cleaning and disposal work. Further, as noted above, the cleanliness standard at the end of the tenancy was "reasonably clean." In these circumstances, I find that a cleaning and disposal claim of \$300.00 is supported.

CONCLUSION

[28] The Amended Application is allowed in part.

[29] The Landlord's established rent, cleaning and disposal claims are offset against the Tenant's security deposit, calculated as follows:

Item	Amount
Rent owing	\$643.75
Cleaning and disposal costs	\$300.00
Security deposit credit	-\$820.36
Balance	\$123.39

[30] The Landlord will keep the Tenant's security deposit, including interest. The Tenant will pay the Landlord the balance owing by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$820.36.
2. The Tenant will pay the Landlord the amount of \$123.39 by April 3, 2025.

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