

INTRODUCTION

- [1] The Tenant seeks to keep the Subtenant's security deposit and additional compensation of \$1,000.00.
- [2] The Subtenant seeks a return of double the security deposit, plus interest, and additional compensation of \$409.00.

DISPOSITION

- [3] The Tenant has not established his claims.
- [4] The Subtenant has established that the Tenant will compensate the Subtenant \$408.10 for pro-rated rent for December 2024.
- [5] The Subtenant has established that the Tenant will return the security deposit of \$250.00.

BACKGROUND

- [6] The Unit is a room and shared common spaces in a house (the "Residential Property"). The Tenant rents the Residential Property from his landlord and sublets the Unit. The Tenant also lives in the Residential Property.
- [7] On August 31, 2024, the parties entered into an oral month-to-month subletting agreement for the Unit. Rent was \$575.00 monthly, and a security deposit of \$250.00 was paid on August 31, 2024.
- [8] On December 9, 2024, the Subtenant moved out of the Unit, and the tenancy ended.
- [9] On December 23, 2024, the Subtenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the "Subtenant Application") with the Residential Tenancy Office (the "Rental Office"), seeking a return of double the security deposit, additional compensation of \$409.00, and return of personal property. During the hearing, the Subtenant confirmed that his personal property had been returned.
- [10] On January 15, 2025, the Tenant filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Tenant Application") with the Rental Office, seeking to keep the security deposit and additional compensation of \$1,000.00.
- [11] On January 17, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 18, 2025.
- [12] On February 5, 2025, the Rental Office emailed a 38-page evidence package to the parties.
- [13] On February 18, 2025, the hearing was postponed by the Rental Office due to a winter storm. On February 19, 2025, the parties were notified that the teleconference hearing was rescheduled for February 20, 2025.
- [14] On February 20, 2025, the Subtenant and the Tenant participated in a teleconference hearing. Both parties stated they received a copy of the evidence package and that all documents submitted to the Rental Office were included.

ISSUES

- A. Must the Subtenant compensate the Tenant for food, cleaning, and damages?
- B. Must the Tenant compensate the Subtenant for pro-rated rent?
- C. Must the Tenant return double the security deposit, plus interest, to the Subtenant?

ANALYSIS**A. Must the Subtenant compensate the Tenant for food, cleaning, and damages?****Food**

- [15] The Tenant stated that he was seeking \$1,000.00 in compensation, part of which was for food the Subtenant ate without the Tenant's permission. The Tenant stated that in October 2024, the Subtenant quit his job and was having financial difficulties. The Tenant stated that he provided the Subtenant with some food, but the Subtenant would also eat the Tenant's food at night without permission. The Tenant stated that he would typically only spend \$300.00 every 3-4 weeks on food, but with the Subtenant living in the Unit, the Tenant would have to spend \$1,000.00 every two weeks.
- [16] The Subtenant stated that he did eat some of the Tenant's food but did not quantify how much.
- [17] The evidence establishes that both parties agreed that the Subtenant ate some of the Tenant's food. However, I find that the Tenant has not provided sufficient documentary evidence, such as photographs, receipts, or invoices, to quantify the amount of food the Subtenant is alleged to have eaten. As such, I am unable to determine the actual expense incurred by the Tenant. This claim is denied.

Cleaning and Damages

- [18] The Tenant stated that the remainder of his \$1,000.00 compensation claim is for cleaning and damages. The Tenant stated that on December 9, 2024, the Subtenant had taken the Tenant's car without his permission. When the Subtenant was confronted about taking the car, the Subtenant became angry and started throwing items in the Residential Property. The Tenant stated that the Subtenant made his family feel unsafe, and the Subtenant was evicted from the Unit.
- [19] The Tenant stated that it cost \$175.00 to rent a steam cleaner and that it took 12 hours to clean the Unit's floor because it was dirty. The Tenant also had to repair damages to the Unit's walls caused by the Subtenant, which took approximately 9 hours. The Tenant stated he is seeking compensation of \$30.00 per hour for his own time for cleaning and repairs. Photographs of the Unit after the Subtenant moved out and an invoice for a steam cleaner rental were submitted as evidence.
- [20] The Subtenant disputed that the Tenant's submitted photographs depict how the Unit looked when he was evicted. The Subtenant stated that he was unable to re-enter the Unit to retrieve his personal belongings or to take move-out photographs. The Subtenant admitted that he knocked over the cat food, but it was because he was upset at being accused of taking the Tenant's car.
- [21] In Order LR25-02, the Island Regulatory and Appeals Commission (the "Commission") stated:

The Commission wishes to remind Tenants 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.

- [22] In this case, the Tenant did not submit any photographs showing the condition of the Unit at the beginning of the tenancy. Although the evidence submitted by the Tenant demonstrates the Unit was damaged, the evidence does not sufficiently establish that the Subtenant caused the damage
- [23] I also note that after the Subtenant was evicted, the Subtenant was not permitted to return to the Unit, and he had no opportunity to clean the Unit or repair any alleged damages. As a result, I cannot find, on a balance of probabilities, that the Subtenant must compensate the Tenant for cleaning or damages. This claim is denied.

B. Must the Tenant compensate the Subtenant for pro-rated rent?

- [24] The Subtenant stated that he is seeking a return of pro-rated rent of \$409.00 for December 2024. The Subtenant stated that he was evicted on December 9, 2024, without being served an eviction notice. The Subtenant stated that he had paid \$575.00 for rent for December 2024, but he did not receive any of that rent back for the days he did not live in the Unit.
- [25] The Tenant agreed that the Subtenant paid rent for December 2024, but he disagreed that the Subtenant should receive any rent back. The Tenant stated that the Subtenant was evicted because the Subtenant became angry and started throwing items in the Residential Property, which made the Tenant's family feel unsafe.
- [26] I find that the evidence establishes that the tenancy between the parties ended on December 9, 2024, by mutual agreement. The evidence also establishes that the Subtenant paid rent in full for December 2024. I find that the Tenant will return 22 days of rent to the Subtenant from December 10 to December 31, 2024, totalling \$408.06.

C. Must the Tenant return double the security deposit, plus interest, to the Subtenant?

- [27] I find that the Tenant has not established his claims to keep the security deposit. Therefore, the Subtenant has established that the Tenant will return the security deposit of \$250.00 to the Subtenant.
- [28] Clause (1)(h)(iii) of the Act defines a landlord, in part, as:
- a person, other than a tenant occupying the rental unit, who
(A) is entitled to possession of the rental unit, and
(B) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit.*

- [29] In Order LR24-72, the Commission commented on the definition of "landlord." The Commission noted that a tenant who sublets and also occupies a rental unit is not a "landlord" within the meaning of the Act. In this case, the Subtenant and the Tenant both occupied the rental unit.
- [30] Therefore, as the Tenant would not be considered a "landlord," the section 40 requirements stating that a landlord only has 15 days to return a security deposit to a tenant would not be applicable to the Tenant. I find that the Subtenant is not entitled to a return of double the security deposit.
- [31] With regard to interest, subsection 14(9) of the Act only requires a "landlord" to credit security deposit interest to a tenant. As the Tenant is not a "landlord," I find that the Subtenant is not required to be credited with security deposit interest.

CONCLUSION

- [32] The Tenant will pay the Subtenant \$408.06 for pro-rated rent for December 2024.
- [33] The Tenant will return the Subtenant's security deposit of \$250.00.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Subtenant \$658.06 by April 14, 2025.

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