

INTRODUCTION

- [1] The Landlord seeks to keep the Tenants' security deposit for cleaning and damage.
- [2] The Tenants seek a return of the security deposit.

DISPOSITION

- [3] The Landlord will keep \$150.00 of the Tenants' security deposit for garbage disposal.
- [4] The Landlord will return the remainder of the Tenants' security deposit, plus interest, of \$1,640.93.

BACKGROUND

- [5] The Unit is a single-family house that the Landlord owns.
- [6] On March 1, 2018, the parties entered into a written one-year fixed-term tenancy agreement, which later converted to a month-to-month agreement. Rent was \$1,683.00 monthly, and a security deposit of \$1,650.00 was paid at the beginning of the tenancy.
- [7] On November 1, 2024, the Tenants moved out of the Unit, and the tenancy ended.
- [8] On November 13, 2024, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Residential Tenancy Office (the "Rental Office"), seeking to keep the Tenants' security deposit for cleaning and damage.
- [9] On December 31, 2024, the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office, seeking a return of the security deposit plus interest.
- [10] On December 31, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 20, 2025.
- [11] On February 11 and 19, 2025, the Rental Office emailed a 77-page evidence package to the parties.
- [12] On February 20, 2025, the Tenants and the Landlord participated in a teleconference hearing. All parties stated they received a copy of the evidence package and that all documents submitted to the Rental Office were included.
- [13] After the hearing, both parties submitted additional evidence, which was shared with the other party.

ISSUE**A. Can the Landlord keep the Tenants' security deposit for cleaning and damage?****Floor**

- [14] The Landlord stated that it cost \$4,976.06 to replace the Unit's hardwood floors and that he was seeking compensation of \$1,400.00 to replace the dining room portion of the floor. The Landlord stated that the Tenants' computer chair and what he believed was water from the Tenants' dog's water bowl damaged the dining room floor.

- [15] The Landlord stated that the floor was approximately 25 years old and was the original floor of the Unit. Photographs of the Unit after the Tenants moved out and a flooring invoice were submitted as evidence. The Landlord stated that he does not have any move-in photographs of the Unit.
- [16] The Tenants disputed that they damaged the floors and stated that the Landlord does not have any move-in photographs of the floor's condition. The Tenants stated there was a carpet where the computer chair was located, so it could not have damaged the floor. They stated that the dog's water bowl was only on the tile floor and could not have damaged the hardwood floor.
- [17] 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.*
- [18] The parties did not complete written move-in or move-out condition inspection reports or submit photographs showing the condition of the Unit when the Tenants moved in. As a result, I have limited evidence regarding the baseline condition of the Unit at the beginning of the tenancy.
- [19] 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.
- [20] 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.
- [21] Clause 39(2)(a) of the Residential Tenancy Act (the "*Act*") states that a tenant is required to leave a rental unit "*undamaged, except for reasonable wear and tear.*"
- [22] The evidence establishes that the Tenants lived in the Unit for seven years, and some wear and tear to the flooring is to be expected during that time. Furthermore, the Landlord stated that the floor was approximately 25 years old and additional wear and tear would have occurred over that period. Without any move-in photographs of the Unit, I cannot find, on a balance of probabilities, that the Tenants have caused the damage to the Unit and must compensate the Landlord for the floor repair. This claim is denied.

Seam filling

- [23] The Landlord stated that he is seeking compensation of \$100.00 of his own time to finish seam filling the walls of the Unit from damage caused by the Tenants.
- [24] The Tenants stated that they had someone seam fill in the Unit before they moved out. The Tenants argued that anywhere they would have seam filled would be considered reasonable wear and tear.
- [25] Clause 39(2)(a) of the Act states that a tenant is required to leave a rental unit "*undamaged, except for reasonable wear and tear.*" I note that the Tenants had lived in the Unit for seven years, and some wear and tear to the Unit's walls was to be expected during that time. I find that the submitted photographs do not depict any undue damage other than reasonable wear and tear. Furthermore, there are no move-in photographs of the Unit to establish the condition of the walls when the Tenants moved in. This claim is denied.

Garbage

- [26] The Landlord stated that the Tenants left some garbage and other items in the Unit when they moved out, and he is seeking \$150.00 in compensation for the time and expense of disposing of the items. Photographs of the items the Tenants left behind were submitted as evidence. The Landlord stated that he still had the Tenants' bike in storage if they wanted to retrieve it.
- [27] The Tenants stated that they left some items in the Unit when they moved out but could not say if all the items in the Landlord's photographs were the Tenants' property. The Tenants stated that the Landlord could dispose of the bike.
- [28] I find that the Landlord has provided sufficient evidence to establish that the Tenants left items in the Unit when they moved out, and the Landlord had to dispose of the items. I find that the Landlord's claim for garbage disposal for \$150.00 is allowed.

Cleaning

- [29] The Landlord stated that the Unit was not properly cleaned when the Tenants moved out, and he is seeking compensation of \$250.00 of his own time for cleaning. Photographs of the Unit after the Tenants moved out were submitted as evidence.
- [30] The Tenants stated that they cleaned the Unit and hired a cleaner when they moved out, which cost them \$250.00. They stated that they also had to hire a cleaner when they moved in because the Unit was not clean at that time. Photographs of the Unit and cleaning invoices were submitted as evidence.
- [31] Clause 39(2)(a) of the Act states that when a tenant moves out of a rental unit, the tenant is required to leave the rental unit "*reasonably clean*." There is no requirement for a tenant to leave a unit in a move-in-ready condition for the next tenant. I find that the submitted photographs establish that the Tenants left the Unit "*reasonably clean*," other than the items left behind in the Unit which required disposal. This claim is denied.

CONCLUSION

- [32] The Landlord Application is allowed in part, and the Tenant Application is allowed in part.
- [33] The Landlord will keep \$150.00 of the Tenants' security deposit for garbage disposal.
- [34] The Landlord will return the remainder of the Tenants' security deposit, plus interest. The calculations are as follows:

Item	Amount
Security Deposit	\$1,650.00
Interest (Mar. 1, 2018 – Mar. 13, 2025)	\$140.93
Garbage disposal	(\$150.00)
Total	\$1,640.93

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$150.00 of the Tenants' security deposit.
2. The Landlord will pay the Tenants \$1,640.93 by April 14, 2025.

DATED at Charlottetown, Prince Edward Island, this 13th 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.