

INTRODUCTION

- [1] The Landlord seeks rent owed, additional compensation for cleaning and damage, and to keep the security deposit.

DISPOSITION

- [2] The Tenant will pay the Landlord \$90.61.
- [3] The Landlord will keep the security deposit, including interest, totalling \$921.15.

BACKGROUND

- [4] The Unit is a single-family house (the "Residential Property") that the Landlord manages.
- [5] On December 11, 2023, the parties entered into a written, fixed-term tenancy agreement from December 11, 2023, to November 30, 2024. Rent of \$950.00 was due on the first day of the month. A security deposit of \$895.00 was paid at the beginning of the tenancy. The rent was pro-rated for December 2023.
- [6] On November 20, 2024, the Tenant moved out of the Unit.
- [7] On December 6, 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 owed, additional compensation for cleaning and damage, and to keep the security deposit.
- [8] On January 7, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 18, 2025.
- [9] On January 10, 2025, the Rental Office mailed and emailed the parties notice of a rescheduled teleconference hearing for February 27, 2025.
- [10] On February 7, 2025, the Tenant notified the Rental Office that she would not be participating in the hearing. She did not request an adjournment.
- [11] On February 10, 2025, the Rental Office emailed a 44-page evidence package to the parties.
- [12] On February 27, 2025, the Landlord's representative (the "Representative") participated in a teleconference hearing. The Representative stated that he received a copy of the evidence package and that all documents submitted to the Rental Office were included.

ISSUES

- A. Must the Tenant pay the Landlord rent owed for November 2024?
- B. Must the Tenant compensate the Landlord for cleaning and damage?
- C. Can the Landlord keep the security deposit, including interest?

ANALYSIS**A. Must the Tenant pay the Landlord rent owed for November 2024?**

- [13] The Representative stated the Landlord is seeking pro-rated rent owed of \$665.00 from November 1, 2024, to November 21, 2024. The Tenant provided notice on October 21, 2024, that she would be moving out sometime in November 2024.

- [14] The Representative stated that the Tenant sent a message stating that she had moved out on November 19, 2024, and a move-out inspection was completed on November 20, 2024. The Representative stated that he calculated the rent owed from November 1 to November 21, 2024. The Landlord is not seeking rent owed past the Tenant's move-out date. A rental ledger was submitted as evidence.
- [15] I find that the Representative has established that the Tenant owes rent for November 2024. However, I find that the Tenant only owes rent from November 1 to November 20, 2024, totalling \$633.33, as this is the period that the Tenant occupied the Unit in November 2024. There is no evidence that the Tenant occupied the Unit on November 21, 2024.

B. Must the Tenant compensate the Landlord?

- [16] The Representative stated that the Landlord is seeking \$3,104.33 in additional compensation for cleaning and damages. The Representative stated that the Landlord does not have any move-in photographs or a move-in inspection report for the Unit. There is a move-out inspection report; however, the Tenant was not present during the inspection. The Landlord's claims are as follows:

Item	Cost
Garbage removal/disposal	\$569.25 + HST
Dump fee	\$38.81 + HST
Cleaning	\$502.55 + HST
Refrigerator Repair	\$945.00 + HST
Repairs	\$346.50 + HST
Materials	\$192.31 + HST
Drywall repair	\$105.00 + HST
Total with HST	\$3,104.33

Garbage removal/disposal and dump fee

- [17] The Representative stated that the garbage removal/disposal took 11.5 hours at a cost of \$49.50 per hour (plus HST) by the Landlord's company. The Representative stated that the items on page 44 of the evidence package depict what was removed/disposed of from the Unit.
- [18] I have reviewed the Landlord's submitted photographs. I find that the Landlord has not sufficiently established the reasons why it took 11.5 hours to complete the removal/disposal work based on the items depicted. Based on the evidence provided, I find it reasonable to allow 5.0 hours for the removal/disposal work.
- [19] Regarding the hourly wage claim, I will rely upon the WorkPEI December 2024 *Labour Force Survey Report*, which states that the average hourly wage for the "Business/building/other" category in December 2024 was \$25.70 per hour.¹ Therefore, I find that the Landlord may claim **\$128.50** (\$25.70 x 5 hours) for labour for the removal/disposal work.
- [20] The Representative stated that the dump fee expense was \$38.81 + HST (\$44.63). Although there is no submitted receipt for the dump fee, I find that **\$44.63** is reasonable for this expense.

Cleaning

- [21] Clause 39(2)(a) of the Residential Tenancy Act (the "Act") states that when a tenant moves out of a rental unit, the tenant is required to leave the rental unit "*reasonably clean*." Based on the evidence provided, I find that the Unit was not left reasonably clean.

¹ <https://workpei.ca/labour-force-survey/>

- [22] The Representative stated that a third party completed the Unit's cleaning; however, no third-party cleaning invoice was submitted as evidence. There is also no breakdown of the number of hours it took to clean the Unit or what was cleaned. I find it reasonable to allow 8.0 hours at \$25.70 per hour (Business/building/other) to clean the Unit, totalling **\$205.60**.

Refrigerator repair, Repairs, Materials, Drywall repair

- [23] The Representative stated that the cost of the "refrigerator repair" expense was provided to the Landlord from the Unit's owner; however, no invoice was submitted as evidence detailing the repair work. The Representative stated that the "repairs" were to repair 400 square feet of flooring; however, no invoice or breakdown of the cost of materials, labour or location of the repair was submitted.
- [24] The Representative stated that the "materials" were for kitchen cabinet handles, a bathroom doorknob, and drywall materials; however, no breakdown of the cost of these materials or photographs of the damages was submitted as evidence. The Representative stated that the "drywall repair" was for the labour to repair drywall in the stairwell, however, there is no clear photograph of the location of this damage or repair.
- [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] In this case, the Landlord did not complete a written move-in condition inspection report, which was required under section 18 of the *Residential Tenancy Act* (the "Act"). One of the benefits of completing a move-in inspection report is that landlords and tenants put their minds to cleanliness and damage problems at the beginning and the end of the tenancy
- [27] Furthermore, the Landlord did not submit photographs showing the condition of the Unit when the Tenant moved in. As a result, I have limited evidence regarding the baseline condition of the Unit at the beginning of the tenancy.
- [28] I note that the Landlord provided limited documentary evidence to explain the breakdown of their compensation expenses. Furthermore, without a move-in inspection report or move-in photographs of the Unit, I cannot find, on a balance of probabilities, that the Tenant has caused the damage to the Unit and must compensate the Landlord for these repairs. These claims are denied.

C. Can the Landlord keep the security deposit, including interest?

- [29] The Landlord will keep the Tenant's security deposit plus interest for rent owed and part of the additional compensation. The calculations are as follows:

Item	Amount
Rent owed	\$633.33
Additional Compensation	\$378.43
Security Deposit	(\$895.00)
Interest (Dec. 11/23 – Mar. 19/25)	(\$26.15)
Total	\$90.61

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$90.61 by April 18, 2025.
2. The Landlord will keep the security deposit, including interest, totalling \$921.15.

DATED at Charlottetown, Prince Edward Island, this 18th 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.