

INTRODUCTION

- [1] The Landlord seeks to keep the security deposit, including interest, for cleaning and damages.
- [2] The Tenants dispute the Landlord keeping the security deposit.

DISPOSITION

- [3] The Landlord will keep the interest accrued on the security deposit.
- [4] The Landlord will return the security deposit to the Tenants.

BACKGROUND

- [5] The Unit is one-half of a duplex that the Landlord owns.
- [6] The parties entered into a written, month-to-month tenancy agreement for the Unit that commenced on March 1, 2022. Rent was \$1,905.00, due on the first day of the month. A security deposit of \$1,050.00 was paid on March 1, 2021, as the Tenants had been renting another unit from the Landlord, and the security deposit was transferred to the Unit.
- [7] On October 23, 2024, the Landlord served the Tenants with a *Form 4(B) Eviction Notice* with an effective date of January 1, 2025 (the "Notice") for the Landlord's possession of the Unit.
- [8] The Tenants moved out of the Unit on December 26, 2024, and the tenancy ended.
- [9] On January 14, 2025, the Landlord filed two amended *Form 2(B) Landlord Applications to Determine Dispute* (the "Applications") with the Rental Office. The Applications seek to keep the security deposit for cleaning and damages. Each Tenant was named on a separate application.
- [10] On January 15, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 13, 2025.
- [11] On February 7, 2025, the Rental Office shared a 90-page evidence package and two videos with the parties through Titan File.
- [12] On February 10, 2025, the Rental Office mailed and emailed the parties notice of a rescheduled teleconference hearing for March 4, 2025.
- [13] On March 4, 2025, the Landlord and a Tenant, representing both Tenants, participated in the teleconference hearing. The parties acknowledged receipt of the evidence package and videos and confirmed that all evidence submitted to the Rental Office was included.

ISSUE

- A. Has the Landlord established a valid claim to keep the security deposit, including interest for cleaning and damages?

ANALYSIS**Cleaning**

- [14] The Landlord stated he was seeking to keep part of the security deposit for cleaning. He stated he completed an inspection of the Unit after the Tenants had moved out and found that the Unit was not "deep cleaned." He found there was dirt in the oven, dryer, and behind appliances, and the shower was only wiped down. The Landlord stated that he had to hire a cleaner to clean the Unit. Photographs of the Unit at the end of the tenancy were submitted as evidence.
- [15] The Tenant disputed that the Unit required deep cleaning after they moved out and stated that the Unit was not deep cleaned before they moved in. He stated that the Unit only required reasonable cleaning, and it was reasonably clean when they moved out. The Tenant stated that the Landlord did not offer the Tenants an opportunity for a move-out inspection, and the Landlord took no move-in photographs. A video of the Unit from when the Tenants moved out was submitted as evidence.
- [16] 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*." There is no requirement for a tenant to deep clean a unit or leave a unit in a move-in-ready condition for the next tenant. I find that the photographs and video establish that the Tenants left the Unit "reasonably clean" when they moved out of the Unit. This claim is denied.

Damages

- [17] The Landlord stated that he was seeking to keep part of the security deposit because the Tenants had damaged the Unit. He stated that the cost of the repairs would come close to the amount of the security deposit, if not more.
- [18] The Landlord stated that there was a crack in the toilet, which would cost the Landlord a "few hundred dollars" to replace and approximately \$500.00 for a plumber. The Tenants left some furniture behind, including two chairs, which are in storage and will need to be disposed of. The Landlord stated that when the Tenants moved in, they agreed to keep a desk the Landlord had in the Unit, and the Tenants should have taken the desk with them. The Landlord stated that the Tenants had damaged window screens and a transition piece of the flooring.
- [19] The Tenant stated that they only left two chairs in the Unit and that the other furniture was already in the Unit when they moved in. Post-tropical storm Fiona damaged the screens, and the transition piece of the floor was already loose. The Tenant stated that he does not know about the toilet damage. The Tenant stated that they did not agree to keep the desk but only that they would use the desk if it were left in the Unit.
- [20] The Tenants submitted pre-move-in photographs of the Unit as evidence. The Tenant stated the photographs were provided to the Tenants by the Landlord before moving into the Unit. The Tenant stated that the Landlord was still living in the Unit when the photographs were taken.
- [21] 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.*
- [22] In this case, there are no photographs showing the condition of the Unit prior to the Tenants moving in, other than undated photographs of when the Landlord was still occupying the Unit.

- [23] Furthermore, the parties did not complete a written move-in condition inspection report. 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.
- [24] I note that 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 of the tenancy. As a result, I have limited evidence regarding the baseline condition of the Unit at the beginning of the tenancy.
- [25] Without any date-stamped move-in photographs or a move-in inspection report, I am unable to determine the condition of the Unit at the start of the tenancy. As such, 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 alleged damages. The damage claims are denied.

Chairs

- [26] The parties disputed the amount of furniture left behind in the Unit when the Tenants moved out. The parties did agree that the Tenants had left two chairs that required disposal. As such, I find it reasonable for the Landlord to keep the interest accrued on the security deposit as compensation for the expense of the removal and disposal of the chairs.
- [27] The Landlord will return the security deposit to the Tenants by the timeline below.
- [28] My calculations are as follows:

Item	Cost
Security Deposit	\$1,050.00
Interest (March 1/21 – March 21/25)	\$57.83
Removal and disposal of chairs	(\$57.83)
Total	\$1,050.00

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the interest accrued on the security deposit of \$57.83 for the removal and disposal of the chairs.
2. The Landlord will return the security deposit of \$1,050.00 by April 22, 2025.

DATED at Charlottetown, Prince Edward Island, this 21st 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.