

INTRODUCTION

- [1] The Landlord is seeking to keep the security deposit for rent owed and \$130.00 in compensation for cleaning.
- [2] The Tenants are seeking a return of the security deposit, \$1,805.00 in compensation for moving and utility expenses and a determination the Landlord contravened their right to quiet enjoyment.

DISPOSITION

- [3] The Landlord has not established his claims.
- [4] The Tenants have not established their claims for compensation or that the Landlord contravened their right to quiet enjoyment.
- [5] The Landlord will return the security deposit, including interest, to the Tenants.

BACKGROUND

- [6] The Unit is an apartment in a multi-unit building (the "Residential Property").
- [7] The parties entered into a written fixed-term tenancy agreement from October 1, 2024, to September 30, 2025. Rent was \$2,100.00 monthly, and a security deposit of \$2,100.00 was paid at the beginning of the tenancy.
- [8] On December 30, 2024, the Tenants moved out of the Unit.
- [9] On January 7, 2025, the Landlord filed an amended *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Residential Tenancy Office (the "Rental Office"), seeking to keep the security deposit for rent owed and \$130.00 in compensation for cleaning.
- [10] On January 17, 2025, the Tenants filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office, seeking a return of the security deposit, \$1,805.00 in compensation for moving and utility expenses, and a determination the Landlord contravened their right to quiet enjoyment.
- [11] On January 27, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 4, 2025.
- [12] On February 25, 2025, the Rental Office shared a 99-page evidence package (the "EP") and a video with the parties through TitanFile.
- [13] On March 4, 2025, the Landlord, the Landlord's representative, and the Tenants participated in a teleconference hearing. The parties stated that they received a copy of the EP and video and that all evidence submitted to the Rental Office was included.

ISSUES

- A. Can the Landlord keep the security deposit for rent owed for January 2025?
- B. Must the Tenants compensate the Landlord for cleaning?
- C. Must the Landlord compensate the Tenants for moving and utility expenses, and did the Landlord contravene their right to quiet enjoyment?

ANALYSIS**A. Can the Landlord keep the security deposit for rent owed for January 2025?**

- [14] The Landlord stated that he is seeking to keep the security deposit for rent owed for January 2025 because the Tenants had moved out of the Unit without providing proper notice. The Tenants provided notice on December 28, 2024, and moved out on December 30, 2024. The Landlord stated that he was not able to secure another tenant until February 1, 2025.
- [15] The Landlord stated that the Tenants had been complaining to the Landlord about noise coming from an apartment above the Unit. The Landlord stated that he tried to address the issue, but the noise always stopped when he arrived to investigate. The Landlord stated there were some “heated” text message exchanges between the parties, and he did message the tenants to “*leave*,” but he never gave the Tenants an eviction notice.
- [16] The Tenants stated that when they moved in, they were told that the Residential Property was a quiet building. The Tenants stated that there was noise coming from an apartment above the Unit on a regular basis. The Tenants notified the Landlord several times about the noise, but the noise continued.
- [17] The Tenants stated that on December 3, 2024, the Landlord sent a message to the Tenants stating that the Tenants had to move out by the end of the month. The Tenants did not want to move, but they felt they had no choice because the Landlord had told them to leave. The Tenants stated that they moved out on December 30, 2024, at the Landlord’s request. Copies of messages between the parties were submitted as evidence.
- [18] I have reviewed the messages between the parties.
- [19] On December 3, 2024, the Tenants sent a text message to the Landlord stating, “*We will find another place*” (EP 65).
- [20] On the same date, the Landlord replied, stating, “*Find a new place*” (EP 65). The Landlord also sent messages stating that the Tenants had “*a full month to find a place*” and that they had to “*be out by the end of the month*” (EP 67). On December 7, 2024, the Landlord sent the Tenants a follow-up text message stating, “*How goes your search to find a new place? I’d like to start lining up viewings*” (EP 68).
- [21] Subsection 51(3) of the *Residential Tenancy Act* (the “Act”) states:
- A landlord and a tenant may make a written agreement, other than a tenancy agreement, to end a tenancy.*
- [22] Although there was no *Form 4(A) Eviction Notice* served to the Tenants, I find that the text messages between the parties would be considered a “*written agreement*” to end the tenancy. I note that the Landlord’s messages were clear, namely that he wanted the Tenants to move out of the Unit by the end of December 2024. The Tenants complied with the Landlord’s request and moved out of the Unit on December 30, 2024.
- [23] I find that the tenancy ended by mutual agreement on December 31, 2024, and that the Tenants are not required to pay rent for January 2025. This claim is denied.

B. Must the Tenants compensate the Landlord for cleaning?

- [24] The Landlord stated that he is seeking \$130.00 in compensation because he had to have the Unit cleaned after the Tenants moved out. The Landlord stated that there was a clogged drain, and he noted that the Tenants' submitted move-out video showed that the baseboards were dirty and that dog prints were on the floor.
- [25] The Tenants denied that the Unit was dirty when they moved out and stated that it had not been cleaned before they moved in. The Tenants submitted a move-out video as evidence.
- [26] 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 Tenants' video evidence establishes that the Tenants left the Unit "reasonably clean" when they moved out of the Unit.
- [27] I also note that there is no evidence that the Landlord completed move-in or move-out inspection reports, as required by sections 18 and 38 of the Act. As such, there is insufficient evidence to establish a baseline condition for the Unit when the Tenants moved in. This claim is denied.

C. Must the Landlord compensate the Tenants for moving and utility expenses, and did the Landlord contravene their right to quiet enjoyment?

- [28] The Tenants stated that they are seeking compensation of \$1,700.00 because they had to hire a moving company to move their belongings to their new residence. The Tenants are also seeking compensation of \$105.00 because they had to pay to switch their electricity and internet over to their new residence. The Tenants stated they would not have incurred these expenses if the Landlord had not evicted them.
- [29] The Tenants stated that the Landlord also contravened their right to quiet enjoyment by not dealing with the noise issue.
- [30] The Landlord disputed that the Tenants should be compensated for moving out of the Unit or switching their services. The Landlord stated that he had responded to the Tenants' concerns about the noise.
- [31] I find that the Tenants have not established that the Landlord must compensate the Tenants for moving expenses or switching services. The evidence establishes that the parties mutually agreed to end the tenancy on December 31, 2024. The Tenants did not have to agree to move out of the Unit, and they could have disputed the Landlord's request to vacate with the Rental Office.
- [32] Furthermore, I find that the Tenants have not established that the Landlord contravened their right to quiet enjoyment. The messages between the parties establish that the Landlord responded to the Tenants' concerns about the noise when notified. These claims are denied.

IT IS THEREFORE ORDERED THAT

1. The Landlord will return the security deposit, including interest, totalling \$2,124.10, to the Tenants by April 25, 2025.

DATED at Charlottetown, Prince Edward Island, this 26th 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.