

INTRODUCTION

- [1] The Landlord wants to keep the Tenant's security deposit plus additional compensation for rent owing and damage, for a total claim of \$1,339.41.

DISPOSITION

- [2] The Landlord has established most of the rent and damage claims, in the amount of \$1,337.91.
- [3] The Landlord will retain the entire security deposit of \$476.80, including interest. The Tenant owes the Landlord additional compensation of \$861.11.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment located in a twelve-unit building that the Landlord has owned for ten years.
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement for the Unit for the period of November 1, 2021 to October 31, 2022, which converted to a month-to-month term (the "Tenancy Agreement"). A security deposit of \$452.00 was paid on January 6, 2021. Rent in the amount of \$1,040.00 was due on the first day of the month.
- [6] The former rental legislation, the *Rental of Residential Property Act*, was in force at the time the Tenancy Agreement started. The agreement continued after the *Residential Tenancy Act* (or the "Act") came into force on April 8, 2023. Therefore, written move-in and move-out inspection reports were not mandatory under section 109 of the Act.
- [7] On January 7, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective January 27, 2025 (the "Notice") for non-payment of rent.
- [8] On January 27, 2025 the Tenant vacated the Unit.
- [9] On February 11, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") claiming against the Tenant for rent and damage.
- [10] On March 3, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 8, 2025, along with a copy of the Application.
- [11] On April 1, 2025 the Rental Office emailed the parties a 28-page evidence package (the "Evidence Package").
- [12] On April 3, 2025 the Rental Office emailed the parties a 2-page supplementary evidence package (the "Supplementary Package").
- [13] On April 8, 2025 the Landlord's two representatives (the "Representatives") participated in a teleconference hearing. At the beginning of the hearing I telephoned the Tenant and left a voicemail message with the teleconference instructions and the Rental Office's telephone number. I waited ten minutes before moving forward with the hearing in the Tenant's absence.
- [14] The Representatives confirmed that they received the Evidence Package and the Supplementary Package and they confirmed that all documents submitted to the Rental Office were included.

ISSUE

- A. Has the Landlord established claims against the Tenant for rent and damage?

ANALYSIS**January 2025 Rent**

- [15] The Landlord's evidence establishes that the Tenant did not pay January 2025 rent. The Tenant owes the Landlord rent from January 1 to 27, 2025 in the amount of \$905.81 (27 days divided by 31 days multiplied by \$1,040.00).

Damage

- [16] Clause 39(2)(a) of the Act states:

When a tenant vacates a rental unit, the tenant shall

(a) leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear...

- [17] The Landlord's evidence is summarized as follows. The Tenant painted the bathroom and kitchen countertops blue without the Landlord's permission. The Tenant also painted the Unit's cupboards without the Landlord's permission. The Tenant only advised one of the Representatives of the painting after it was done.

- [18] Clause 2 of the Tenant Agreement's additional terms states as follows:

"Cosmetic changes, such as painting, papering, flooring and counter tops will not be permitted without written permission by the landlord."

- [19] The Tenant also caused wall damage.

- [20] The Landlord completed 14.5 hours repairing the Unit after the Tenancy Agreement ended. The Landlord is claiming for 8.5 hours of this work, at a cost of \$30.00 per hour (\$255.00), plus the materials cost of \$177.10.

- [21] Based upon the evidence presented, I am satisfied that the Tenant is responsible for \$432.10 (\$255.00 for labour plus \$177.10 for material) for damage to the Unit beyond reasonable wear and tear caused by the Tenant.

- [22] The Representatives stated that Tenant is responsible for other damage that the Landlord has not claimed.

CONCLUSION

- [23] The Application is allowed. The Landlord will keep the Tenant's entire security deposit, including interest, in the amount of \$476.80.

- [24] The Tenant must pay the Landlord the balance owing of \$861.11 by the timeline below, calculated as follows:

Item	Amount
Pro-rated January 2025 rent	\$905.81
Damage	\$432.10
Security deposit	-\$452.00
Interest	-\$24.80
Balance	\$861.11

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, in the amount of \$476.80.
2. The Tenant will pay the Landlord the amount of \$861.11 by May 16, 2025.

DATED at Charlottetown, Prince Edward Island, this 9th day of April, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.