

INTRODUCTION

- [1] The Landlord seeks to keep the Tenants' security deposit, including interest, and additional compensation for rent owing and cleaning for a total claim of \$2,250.00.
- [2] The Tenants are individually referred to as: ("I.W.") and ("E.L.").
- [3] I.W. requests the return of his share of the security deposit, including interest, for a total amount of \$945.88.

DISPOSITION

- [4] I find that the Landlord will keep \$1,035.89 from the Tenants' security deposit and will return \$855.88 to E.L.
- [5] I.W. will pay the Landlord \$994.12 for rent owing and cleaning.

BACKGROUND

- [6] The Unit is a rental unit located in a triplex.
- [7] On April 5, 2024¹ the parties entered into a written, fixed-term tenancy agreement for the Unit for the period of April 30, 2024 to April 30, 2025 (the "Tenancy Agreement"). A security deposit of \$1,850.00 was paid on April 19, 2024.
- [8] Rent in the amount of \$1,850.00 was due on the first day of the month. The services of internet, cable, electricity, tenant insurance and snow removal for the walkway were not included in the rent.
- [9] On November 30, 2024 the Tenants vacated the Unit.
- [10] On December 9, 2024, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Residential Tenancy Office (the "Rental Office") claiming against the Tenants' security deposit, including interest.
- [11] On December 11, 2024, I.W. filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking the return of his share of the security deposit, including interest.
- [12] On January 21, 2025, the Landlord amended the Landlord Application to include additional compensation for rent owing and cleaning.
- [13] On January 27, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 6, 2025.
- [14] On February 28, 2025, the Rental Office emailed the parties a 42-page PDF (the "Evidence Package").
- [15] E.L. informed the Rental Office that he would not be participating in the hearing and did not request an adjournment.
- [16] On March 6, 2025, the Landlord joined the teleconference hearing. I.W. did not join the teleconference hearing. At the beginning of the hearing I telephoned I.W. 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 Tenants' absence.

¹ The Landlord stated that "April 5th 2023" was a typo in the Tenancy Agreement.

- [17] The Landlord confirmed that she received the Evidence Package and that all documents submitted to the Rental Office were included.

ISSUE

- A. Has the Landlord established claims against the Tenants for rent owing and cleaning?

ANALYSIS

December 2024 Rent

- [18] The Landlord's evidence establishes that the Tenancy Agreement was for a fixed-term that did not end until April 30, 2025.
- [19] Subsection 55(3) of the *Residential Tenancy Act* (or the "Act") sets out the notice requirements for a fixed-term tenancy, which states:
- A tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that*
- (a) is not earlier than one month after the date the landlord receives the notice;*
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy;*
and
- (c) is the day before the day that rent is payable under the tenancy agreement.*
- [20] The evidence establishes that around October 31, 2024 the Landlord and E.L. agreed that E.L. could vacate the Unit by end of November 2024. The Landlord stated that she offered I.W. the option to also vacate the Unit and ending the tenancy early. At the time, I.W. declined this offer because he intended to remain in the Unit. I.W. was permitted to find a roommate. However, on November 25, 2024 I.W. gave the Landlord notice that he was vacating the Unit by November 30, 2024.
- [21] Effectively, the parties agreed to amend the Tenancy Agreement to remove E.L. as a tenant effective December 1, 2024. I.W. was to be the sole tenant with the Landlord's permission to find a roommate / subtenant.
- [22] The Landlord's evidence establishes that I.W. did not provide sufficient notice to end the tenancy under subsection 55(3) of the Act. I find that the Landlord's evidence also establishes that the Landlord took appropriate steps to mitigate her losses by advertising the Unit, immediately after receiving I.W.'s notice. The Unit was not re-rented until January 15, 2025. Therefore, I find that the Landlord has established a valid claim for rent owing for December 2024 in the amount of \$1,850.00.
- [23] The Landlord will keep I.W.'s portion of the security deposit, including interest in the amount of \$945.88 for rent owing for December 2024. I.W. must pay the Landlord the remaining balance for December 2024's rent, in the amount of \$904.12.

Cleaning

- [24] The Landlord is seeking additional compensation for cleaning the Unit in the amount of \$400.00.
- [25] The Landlord submitted a written letter from her cleaner and photographs of the Unit at the end of the tenancy. Cleaning, hole repair on the walls and removing a sticker from the toilet was required.
- [26] E.L. submitted a written submission into evidence, which disputed the cleaning claim as being exaggerated.

[27] Subsection 39(2) 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.

[28] I find that the Landlord's evidence establishes that the Unit required some cleaning and removing a sticker from the Unit's toilet, which is below the standard of reasonably clean and not reasonable wear and tear. Therefore, I find that the Landlord has established a valid claim.

[29] I reduce the Landlord's claim to \$180.00 (\$30.00 / hr. multiplied by 6 hours) to compensate for the time required to clean the Unit to a reasonably clean standard based upon the evidence submitted.

[30] The Landlord will retain \$90.00 from E.L.'s portion of the security deposit and return the balance to E.L.

[31] I.W. must pay the Landlord additional compensation of \$90.00 for cleaning.

Tenancy Agreement – Proper Form

[32] I note that the Tenancy Agreement is an expired version based upon the *Rental of Residential Property Act*, which was repealed and replaced on April 8, 2023. The Tenancy Agreement is missing required information, such as the rent and included services for the former tenant.

[33] Subsection 11(1) and (2) of the Act require the tenancy agreement be in writing and have the formal requirements listed in subsection 11(2) of the Act. The Rental Office's *Form 1 – Standard Form of Tenancy Agreement* can be found on the Rental Office's website.

Pre-Tenancy and Post-Tenancy Inspection Reports

[34] I further note that all tenancies that begin on April 8, 2023 onwards, require a pre-tenancy and post-tenancy inspection to be completed. Clauses 18(3) and 38(3) of the Act require a landlord to complete a pre-tenancy and post-tenancy inspection report – a *Form 5 – Landlord Condition Inspection Report* found on the Rental Office's website.

CONCLUSION

[35] The Landlord Application is allowed, in part. The Landlord will keep \$1,035.89 of the Tenants' security deposit for rent owing and cleaning, including all of I.W.'s portion of the security deposit.

[36] The Landlord will return E.L.'s remaining balance of the security deposit to E.L., in the amount of \$855.88.

[37] The Tenant Application is denied. I.W. must pay the Landlord \$994.12 for rent owing and cleaning by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$1,035.89 of the Tenants' security deposit.
2. The Landlord will return E.L.'s security deposit balance of \$855.88 to E.L. by May 9, 2025.
3. I.W. will pay the Landlord \$994.12 for rent owing and cleaning by May 9, 2025.

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

(sgd.) Cody Burke

Cody Burke
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.