

INTRODUCTION

- [1] The Landlord seeks to keep a portion of the Tenant's security deposit for bedbug remediation and garbage removal, in the amount of \$510.00.

DISPOSITION

- [2] I find that the Landlord will keep \$510.00 from the Tenant's security deposit for bedbug remediation and garbage removal.
- [3] The Landlord will return the outstanding balance of the accrued interest, in the amount of \$10.94.

BACKGROUND

- [4] The Unit is a two-bedroom and one-bathroom motel room, located in a 47-unit motel, owned by the Landlord since 1996.
- [5] On September 26, 2024, the parties signed a written, four-month fixed-term tenancy agreement for the Unit (the "Tenancy Agreement"). A security deposit of \$1,100.00 was paid on October 1, 2024.
- [6] Rent in the amount of \$1,100.00 was due on the first day of the month.
- [7] The Landlord's representative (the "Representative") stated that the Tenant did not move into the Unit. Two other individuals moved into the Unit (the "Occupants"). The Representative stated that she requested the Occupants provide their names, which were included on the Tenancy Agreement. The Representative stated that she did not collect any additional deposits from the Occupants.
- [8] On January 25, 2025, the Occupants vacated the Unit. The Tenant did not move into the Unit and the tenancy ended by mutual agreement.
- [9] On January 31, 2025, the Representative returned \$590.00 of the Tenant's security deposit to the Tenant.
- [10] On February 3, 2025, the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") claiming against a portion of the Tenant's security deposit for bedbug remediation and garbage removal.
- [11] On March 5, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 8, 2025, along with a copy of the Application.
- [12] On April 3, 2025, the Rental Office emailed the parties a 28-page PDF (the "Evidence Package").
- [13] On April 8, 2025, the Representative joined the teleconference hearing. The Tenant did not join the 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] After the hearing, the Representative submitted additional evidence, which included a one-page document (the "Additional Evidence"), which was forwarded to the Tenant.

ISSUE

- A. Has the Landlord established claims against the Tenant for bedbug remediation and garbage removal?

ANALYSIS**The Tenancy**

- [15] The Landlord and the Tenant were party to a written, fixed-term tenancy agreement. Without the Landlord's permission, the Tenant permitted the Occupants to move into the Unit, and the Tenant did not move in.
- [16] The Representative stated that he called the Tenant upon learning about the Occupants. The Representative stated that the Tenant confirmed he was not living in the Unit, but he would e-Transfer the rent every month.
- [17] The Representative requested the Occupants' names and included them on the Tenancy Agreement.
- [18] The evidence suggests that this was going to be a subletting agreement. I note that clause 30(6) of the *Residential Tenancy Act* (or the "Act") states:

Where a tenant has sublet a rental unit to another person

- (a) *the tenant remains entitled to the benefits and is liable to the landlord for the breaches of the tenant's obligations under the tenancy agreement or this Act during the subtenancy; and*
- (b) *the subtenant is entitled to the benefits and is liable to the tenant for the breaches of the subtenant's obligations under the subletting agreement or this Act during the subtenancy.*

- [19] However, the Representative included the Occupants onto the Tenancy Agreement. Effectively, the Occupants became "co-tenants" with this action.
- [20] I find that only the Tenant paid the security deposit to satisfy the Tenancy Agreement requirements. Whether the Occupants were party to a subletting agreement or were co-tenants on the Tenancy Agreement, the Tenant is still liable to the Landlord for any breaches under the Tenancy Agreement or the Act. This would include any breaches caused by the Occupants.

Bedbug Remediation & Cleaning

- [21] The Representative stated that around December 14, 2024 the Occupants informed him that the Unit had bedbugs. The Representative stated that he called Rentokil and they completed three remediation sprays on the Unit. The Representative stated that Rentokil stated that the bedbugs were immature and were approximately one-month old. No other rental units required spraying.
- [22] The Representative submitted a \$460.00 paid-invoice from Rentokil in the Additional Evidence.
- [23] The Representative stated that the Occupants brought the bedbugs into the Unit and that the Tenant is responsible for the remediation cost. The Representative stated that new tenants now live in the Unit and there has been no complaints about bedbugs in the Unit.
- [24] The Representative stated that the Unit had garbage left behind, which cost \$50.00 to remove.
- [25] Subsection 39(2) of the Act requires a tenant to leave a rental unit reasonably clean and undamaged, it states in part:

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...*

- [26] I find that the Landlord's undisputed evidence establishes its claims for bedbug remediation and garbage removal, in the total amount of \$510.00 (\$460.00 + \$50.00).
- [27] I find that the photographs submitted into evidence establish the Unit's condition below the standard of reasonably clean and that garbage was left behind by the Occupants. Therefore, the Application is allowed.

Tenancy Agreement – Proper Form

- [28] I note that the Tenancy Agreement is missing required information, such as the previous rent charged and the included services for the former tenant, which is **mandatory** under the *Residential Tenancy Act*. This information must be included in every written tenancy agreement.
- [29] 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

- [30] 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

- [31] The Application is allowed. The Landlord will keep \$510.00 from the Tenant's security deposit for bedbug remediation and garbage removal.
- [32] The Landlord will return the outstanding balance of the accrued interest, in the amount of \$10.94 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$510.00 of the Tenant's security deposit.
2. The Landlord will return to the Tenant the outstanding balance of the accrued interest in the amount of \$10.94 by May 9, 2025.

DATED at Charlottetown, Prince Edward Island, this 10th 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.