

INTRODUCTION

- [1] This decision determines an application filed under the *Residential Tenancy Act* (“Act”) with the Residential Tenancy Office (“Rental Office”).
- [2] The Landlord seeks to keep a portion of the Tenants’ security deposit for cleaning and damage, in the amount of \$1,161.50. The Landlord has returned the remaining \$297.21 balance of the security deposit, including interest to the Tenants.

DISPOSITION

- [3] The Landlord will keep \$1,161.50 from the Tenants’ security deposit for cleaning and damage.

BACKGROUND

- [4] The Unit is a one-bedroom and one-bathroom apartment in a 52-unit apartment building (“Residential Property”).
- [5] On April 27, 2021 the parties signed a written, fixed-term tenancy agreement for the period of May 1, 2021 to April 30, 2022. At the end of the fixed-term, the tenancy continued on a monthly basis. Rent was \$1,385.00, due on the first day of the month.
- [6] On May 1, 2021 the Tenants paid a \$1,385.00 security deposit.
- [7] On February 3, 2025 the Tenants gave the Landlord a *Form 3 – Tenant Notice of Termination* effective February 28, 2025.
- [8] On February 28, 2025 the Tenants vacated the Unit and the tenancy ended by mutual agreement.
- [9] On March 4, 2025 the Landlord’s representative (“Representative”) filed a *Form 2 (B) Landlord Application to Determine Dispute* (“Application”) with the Rental Office seeking to keep a portion of the security deposit.
- [10] On the same day, the Landlord returned the remaining balance of the security deposit, including interest to the Tenants, in the amount of \$297.21.
- [11] On March 18, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for April 22, 2025, along with a copy of the Application.
- [12] On April 15, 2025 the Rental Office emailed the parties an 88-page evidence package.
- [13] On April 22, 2025 the Representative and two witnesses for the Landlord, “LW1” and “LW2” joined the teleconference hearing for determination of the Application. The Tenants did not join the hearing. At the beginning of the hearing I telephoned the Tenants 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.

ISSUE

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

ANALYSIS & FINDINGS

- [14] I find that the Landlord's evidence establishes valid claims for cleaning and damage. The Landlord will keep a portion of the Tenants' security deposit, in the amount of \$1,161.50.
- [15] 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.
- [16] The Landlord submitted a pre-tenancy and post-tenancy inspection report, email correspondence with the Tenants, invoices for the cleaning and damage repair, and photographs of the Unit from the post-tenancy inspection.
- [17] The Representative stated that the Unit required cleaning because there were grease stains on the walls, appliances and required a secondary cleaning outside of the Landlord's standard single clean. The Representative stated that the cleaning cost \$220.00 plus HST, in the total amount of \$253.00.
- [18] The Representative stated that the Unit had undue damage caused by the Tenants. There were holes in the walls, a LED light tape installed with nails, which needed to be removed. The Unit required a second coat of paint because of the grease and black dirt on the walls. The Representative stated that transition strips in the kitchen needed to be replaced, there was a broken handle on the patio door and patio screen. The total cost to repair the damage was \$908.50.
- [19] LW1 was present for the pre-tenancy and post-tenancy inspections. LW1 stated that the Unit was in a perfect condition at the beginning of the tenancy. However, at the end of the tenancy, LW1 stated that the Unit was below the standard of reasonably clean and the damage witnessed in the Unit was not normal wear and tear.
- [20] LW2 does general maintenance, repairs and painting at the Residential Property. LW2 stated that he went to the Unit and needed to spend additional time than normally required for repairing a rental unit. LW2 stated that he needed to remove screws from the walls, use paint thinner and two coats of paint.
- [21] The Tenants' submitted a written submission via email on March 4, 2025. In summary, the Tenants claimed to have "cleaned the Unit, removed all unnecessary garbage and returned all keys to the Representative." The Tenants disputed the Landlords claims.
- [22] The Landlord's evidence establishes valid claims for cleaning and damage. Particularly, the Landlord submitted pre-tenancy and post-tenancy inspection reports. I note that these inspection reports were not mandatory under section 109 of the *Act*. However, these inspection reports along with the direct witness testimony of LW1 and LW2 provide compelling evidence of the condition of the Unit before and after the tenancy. Further, the Landlord submitted photographs of the Unit at the end of the tenancy along with invoices associated with the cost to clean and repair the Unit.
- [23] The Tenants' submitted a written submission disputing the Landlord's claims, specifically, the cleaning cost. However, the Tenants did not submit any additional evidence, such as their own photographs of the Unit at the end of the tenancy. Further, despite the Tenants being served the Application, the notice of hearing and the evidence package, the Tenants did not participate at the hearing to provide evidence under oath, to dispute the Landlord's claims.
- [24] Therefore, I find that the evidence supports the Landlord keeping a portion of the Tenants' security deposit, in the amount of \$1,161.50. The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, in the amount of \$1,161.50.

DATED at Charlottetown, Prince Edward Island, this 5th day of May, 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.