

INTRODUCTION

- [1] The Landlord seeks to keep the security deposit and additional compensation, for a total claim of \$777.34.
- [2] The Tenant seeks the return of the security deposit.

DISPOSITION

- [3] I find that the Landlord will keep the security deposit, including interest, totalling \$254.05. The Landlord's claim for additional compensation is denied.
- [4] I find that the Tenant Application is denied.

BACKGROUND

- [5] The Unit is a bedroom with shared common facilities in a house that the Landlord owns (the "Residential Property").
- [6] The parties entered into a written fixed-term tenancy agreement for the Unit from September 1, 2024, to August 31, 2025. A security deposit of \$650.00 was required, but only \$250.00 was paid on September 2, 2024. The rent was \$650.00, due on the first day of the month.
- [7] The Tenant moved out of the Unit on January 29, 2025, and the tenancy ended by mutual agreement.
- [8] On February 4, 2025, the Landlord filed a *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, additional compensation of \$137.34 for damage and cleaning, and to have the Tenant remove his vehicle from the Residential Property. During and after the Landlord also requested additional compensation of \$390.00 for storing the Tenant's vehicle at the Residential Property.
- [9] On February 21, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office, seeking a return of the security deposit.
- [10] On March 6, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for April 10, 2025.
- [11] On April 4, 2025, the Rental Office emailed a 41-page PDF (the "Evidence Package") to the parties.
- [12] On April 10, 2025, the Landlord and the Tenant participated in a teleconference hearing. Both parties stated they received a copy of the Evidence Package and that all submitted evidence was included.

ISSUES

- A. Must the Tenant compensate the Landlord for damage or cleaning?
- B. Must the Tenant compensate the Landlord for storing the Tenant's vehicle?

ANALYSIS**A. Must the Tenant compensate the Landlord for damage or cleaning?**

- [13] The Landlord stated that he is seeking to keep the \$250.00 security deposit and additional compensation of \$137.34 for damage and cleaning. He stated that the headboard on the bed provided to the Tenant is stained and will have to be replaced, which will cost \$272.54. The Landlord stated that it will also cost \$50.00 to dispose of the headboard.
- [14] The Landlord stated that the sheets provided to the Tenant were dirty and they will have to be replaced, which will cost \$39.80. The Landlord stated that the Unit smelled and that he cleaned it himself, and he is claiming \$25.00 for cleaning. The Landlord provided photographs of the Unit after the Tenant moved out, and estimates for a replacement headboard and sheets.
- [15] The Landlord stated that he had not replaced the headboard or sheets, as he wanted to keep them as evidence. The Landlord stated that if the sheets and headboard were dirty when the Tenant moved in, then the Tenant should have notified the Landlord. The Landlord stated that he believes that the Tenant's submitted photographs of the Unit were taken when the Tenant moved out and not when he moved in.
- [16] The Tenant stated that the headboard and sheets were dirty when he moved in. The Tenant provided photographs of the Unit as evidence, which he stated show the move-in condition of the sheets and headboard.
- [17] Clause 39(2)(a) of the *Residential Tenancy Act* (the "Act") states that when a tenant moves out of a rental unit, the tenant is required to leave the rental unit "*reasonably clean and undamaged, except for reasonable wear and tear.*"
- [18] The parties did not complete written move-in or move-out condition inspection reports, which are required by sections 18 and 38 of the Act. One of the benefits of completing move-in and move-out inspection reports is that landlords and tenants put their minds to cleanliness and damage problems at the beginning and end of the tenancy.
- [19] The Landlord did not submit into evidence photographs showing the Unit's condition at the beginning of the tenancy. The parties dispute whether the Tenant's photographs show the Unit's initial condition. On the evidence presented, I am not satisfied that I have objective evidence, such as photographs or videos, showing the initial condition of the Unit in a clean and undamaged state.
- [20] In this case, I have limited evidence regarding the baseline condition of the Unit at the beginning of the tenancy. I note that the Landlord has the burden of proof to establish his claims. I find that the Landlord has not established, on a balance of probabilities, that the Tenant damaged the headboard or sheets or left the Unit in a worse state of cleanliness than when he moved in. The Landlord's claims for damage and cleaning are denied.

B. Must the Tenant compensate the Landlord for storing the Tenant's vehicle?

- [21] The Landlord stated that the Tenant left his vehicle at the Residential Property after he moved out, and it was still at the property on the hearing date. The Landlord stated that he is seeking compensation of \$5.00 per day for each day the vehicle is parked at the property.
- [22] The Tenant disputed that he should have to compensate the Landlord \$5.00 per day for parking, because the Landlord did not return his security deposit. The Tenant stated that he would have the vehicle removed after the hearing.

- [23] On April 22, 2025, the Landlord notified the Rental Office that the Tenant had removed his vehicle from the Residential Property on April 16, 2025. The Landlord stated that he was seeking compensation for 78 days of parking at \$5.00 per day, totalling \$390.00. The Landlord's compensation request was sent to the Tenant for additional submissions, but the Tenant did not respond to the Rental Office.
- [24] Subsection 43(1) of the Act states that a tenant is not entitled to leave personal property at a residential property after the tenancy agreement is terminated. Clause 43(2)(b) states that if a tenant leaves personal property on the residential property, the landlord shall safely store the personal property. In this case, the Landlord stored the Tenant's vehicle on the Residential Property for 78 days.
- [25] Subsection 43(10) states that if a landlord stores a tenant's personal property on the residential property, the storage costs shall be the lesser of the standard rate charged by public storage facilities or the rental rate of the rental unit.
- [26] The Landlord did not provide any submissions to establish whether the "standard rate charged by public storage facilities" was less than the rental rate of the Unit. However, I find it reasonable for the Landlord to keep the security deposit, plus interest, totalling \$254.05, for storage costs for the Tenant's vehicle, which equals \$3.26 per day and \$97.80 per month.
- [27] I note that the Landlord did not re-rent the Unit while the Tenant refused to move his vehicle from the property.

CONCLUSION

- [28] The Landlord Application is allowed in part, and the Tenant Application is denied.
- [29] The Landlord will keep the security deposit, including interest, totalling \$254.05, for storing the Tenant's vehicle at the Residential Property.

Form of Tenancy Agreement

- [30] The parties signed a tenancy agreement that did not comply with the requirements under subsection 11(2) of the Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that any future tenancy agreements contain the information required by the Act.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, including interest, totalling \$254.05.

DATED at Charlottetown, Prince Edward Island, this 8th day of May, 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.