

**INTRODUCTION**

- [1] The Landlord wants to keep the Tenant's security deposit for rent owing for January 2025 and cleaning, for a total claim of \$1,178.20.
- [2] The Tenant wants part of the security deposit returned.

**DISPOSITION**

- [3] The Landlord will keep the security deposit, including interest, totalling \$1,178.20.
- [4] The Tenant's claim is denied.

**BACKGROUND**

- [5] The Unit is a single-family house that the Landlord owns.
- [6] On March 14, 2024, the parties entered into a written, fixed-term tenancy agreement for the Unit for the period from March 17, 2024, to March 31, 2025. Rent was \$2,200.00 monthly, and a security deposit of \$2,200.00 was required, but only \$1,150.00 was paid.
- [7] The Tenant paid \$1,000.00 of the security deposit in cash on March 17, 2024, \$50.00 by e-Transfer on November 30, 2024, and \$100.00 by e-Transfer on January 1, 2025.
- [8] On January 7, 2025, the parties participated in a teleconference hearing with the Residential Tenancy Office (the "Rental Office") regarding an eviction dispute. The Tenant agreed to move out of the Unit by January 10, 2025.
- [9] On January 10, 2025, the Tenant moved out of the Unit, and the tenancy ended.
- [10] On January 24, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking to keep the security deposit for rent owing for January 2025 and cleaning.
- [11] On January 24, 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 and a recovery of an overpayment of the security deposit. During the hearing, the Tenant stated that he was no longer seeking a recovery of an overpayment of the security deposit.
- [12] On March 5, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for April 15, 2025.
- [13] On April 4, 2025, the Rental Office emailed a 132-page PDF to the parties (the "Evidence Package").
- [14] On April 15, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for April 22, 2025.
- [15] On April 17, 2025, the Rental Office emailed a 145-page PDF to the parties (the "Supplemental Evidence Package").
- [16] On April 22, 2025, the Landlord, the Landlord's witness, and the Tenant participated in a teleconference hearing. The parties stated they received a copy of the Evidence Packages and that all submitted evidence was included.

**ISSUES**

- A. Can the Landlord keep \$657.53 of the security deposit for rent owing for January 2025?
- B. Can the Landlord keep the remainder of the security deposit, including interest, for cleaning?

**ANALYSIS****A. Can the Landlord keep \$657.53 of the security deposit for rent owing for January 2025?**

- [17] The Landlord stated that he was seeking to keep \$657.53 of the security deposit, because the Tenant did not pay rent for the ten days that he lived in the Unit in January 2025.
- [18] The Tenant agreed that the Landlord could keep \$657.53 of the security deposit for rent owing for January 2025.
- [19] I find that this part of the Landlord Application is allowed by agreement of the parties.

**B. Can the Landlord keep the remainder of the security deposit, including interest, for cleaning?**

- [20] The Landlord stated that he is seeking to keep the remainder of the security deposit for cleaning the Unit after the Tenant moved out.
- [21] The Landlord stated that on January 10, 2025, the Tenant sent him a text message stating that he had moved out. The Landlord told the Tenant that the parties were required to do a move-out inspection together, but the Tenant told the Landlord that he did not have time and could come the following week. The Landlord stated that he completed a move-out inspection without the Tenant because he could not wait a week to clean the Unit.
- [22] The Landlord stated that the Unit was dirty and that the Tenant had left garbage in the Unit. There were dog feces stuck to the floor, and the kitchen floor was sticky. There were dust/dirt/cobwebs, and paw prints all over the windows, floors, and halfway up the walls. The cupboards were not cleaned, and food was left in the fridge and freezer.
- [23] The Landlord stated that the Unit smelled like marihuana and candles and had to be aired out. The front window frame was scratched and chipped, and there were patched holes above the bathroom door. There were toys, buoys, dog poop, and lawn chairs left outside. The Landlord stated that there are still dog leads frozen to the ground.
- [24] The Landlord stated that it had taken him over 40 hours to clean the Unit and the yard, go to the dump, repair the window, and air out the Unit. Move-in and move-out photos of the Unit, as well as a move-out inspection report, were submitted as evidence.
- [25] The Tenant stated that he is seeking a return of the remainder of the security deposit. He stated that he was under house arrest and he only had limited time to move and clean. He stated that he offered to return to clean the Unit after he moved out, but that the Landlord told him not to bother returning to clean.
- [26] 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.*"

- [27] I note that the Tenant offered to return to the Unit the following week to complete a move-out inspection and clean. However, there is no requirement for a landlord to wait for a tenant to return to the rental unit to clean after the tenant has moved out. A tenant is required to ensure that the rental unit is “reasonably clean” when they move out of a rental unit.
- [28] Based on the Landlord’s move-in and move-out photographs and inspection report, I find that the Landlord has provided sufficient evidence to establish that the Tenant left the Unit and property below the standard of reasonably clean when he moved out.
- [29] I find that the Landlord will keep the remainder of the security deposit, including interest, totalling \$520.67, for cleaning.

### CONCLUSION

- [30] I find that the Landlord Application is allowed and the Tenant Application is denied.
- [31] I find that the Landlord will keep the security deposit, including interest, for rent owing and cleaning.
- [32] My calculations are as follows:

| Item                                             | Amount     |
|--------------------------------------------------|------------|
| Security deposit paid on Mar. 17/24              | \$1,000.00 |
| Interest on \$1,000.00 (Mar. 17/24 – Nov. 29/24) | \$15.80    |
| Security deposit paid on Nov. 30/24              | \$50.00    |
| Interest on \$1,050.00 (Nov. 30/24 – Dec. 31/24) | \$2.00     |
| Security deposit paid Jan. 1/25                  | \$100.00   |
| Interest on \$1,150.00 (Jan. 1/25 – May 13/25)   | \$10.40    |
| Total                                            | \$1,178.20 |

### IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, including interest, totalling \$1,178.20.

**DATED** at Charlottetown, Prince Edward Island, this 13th 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.