

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord seeks to keep the Tenants' security deposit, including interest in the amount of \$1,268.59. The Landlord also seeks additional compensation in the amount of \$932.34. The Landlord's total claim is \$2,200.93.

DISPOSITION

- [3] The evidence establishes that the Landlord has a valid claim for rent owing, damage and cleaning. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,268.59 to offset the Landlord's claim. The Tenants must pay the Landlord \$606.84 by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom and one-bathroom apartment located in a four-unit building.
- [5] On December 2, 2022 the parties signed a written, fixed-term tenancy agreement for the period of December 8, 2022 to December 31, 2023. At the end of the fixed-term, the tenancy continued on a monthly basis. Rent was \$1,264.43 due on the first day of the month. A \$1,200.00 security deposit was paid on December 7, 2022.
- [6] On February 10, 2025 the Tenants gave the Landlord notice that they were vacating at the end of the month.
- [7] On February 28, 2025 the Tenants vacated the Unit.
- [8] On March 7, 2025 the Landlord's representative ("Representative") filed a *Form 2(B) Landlord Application to Determine Dispute* ("Application") with the Rental Office seeking to keep the security deposit, including interest and additional compensation for rent owing, damage and cleaning.
- [9] On March 19, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 1, 2025, along with a copy of the Application.
- [10] On April 22, 2025 the Rental Office emailed the parties a 57-page evidence package.
- [11] On May 1, 2025 the Representative joined the teleconference hearing for determination of the Application. The Landlord confirmed that he received the evidence package and confirmed that all documents submitted to the Rental Office were included. The Tenants did not join the teleconference 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 teleconference hearing in the Tenants' absence.

ISSUE

- A. Has the Landlord establishes claims against the Tenants for rent owing, damage and cleaning?

ANALYSIS & FINDINGS

- [12] The Landlord claims against the Tenants for rent owing, damage and cleaning, in the total amount of \$2,200.93. The claims are calculated as follows:

Item	Amount
Rent Owing – March 2025	\$1,264.43
Commercial Dump Fee	\$51.00
Maintenance: 8 hours labour x \$55/hr. + HST	\$506.00
Cleaning: 6 hours x \$55/hr.+ HST	\$379.50
Total	\$2,200.93

Rent Owing for March 2025

- [13] The Landlord's undisputed evidence establishes that the parties were in a monthly tenancy and the Tenants gave the Landlord insufficient notice under subsection 55(2) of the *Act*.
- [14] I find that the Representative responded to the Tenants' notice informing them of their insufficient notice, and that the evidence does not establish that the Landlord mutually agreed to end the tenancy earlier than the required one-month notice. The Tenants gave notice on February 10, 2025, which would only end the tenancy on March 31, 2025. Therefore, I find that the Tenants owe the Landlord March 2025 rent, in the amount of \$1,264.43.
- [15] I also find that the Landlord properly mitigated its losses under section 46 of the *Act*. I accept the Landlord's evidence that maintenance, cleaning and garbage removal were required, which resulted in the Unit being vacant for March 2025. The Representative stated that new tenants will move into the Unit starting June 1, 2025. This claim is allowed in the amount of \$1,264.43.

Commercial Dump Fee

- [16] The Landlord's undisputed evidence establishes that the Tenants left garbage and items in the Unit. The Landlord submitted photographs of the garbage and items left in the Unit and a receipt from Island Waste Management Corporation in the amount of \$51.00. I note that the Landlord reduced this expense on the Application from \$75.00 to \$51.00.
- [17] The Representative stated that the Tenants gave oral permission to dispose of the items left in the Unit. I note that tenants are not entitled to leave personal property in the rental unit after a tenancy has ended under subsection 43(1) of the *Act*. This claim is allowed in the amount of \$51.00.

Maintenance & Cleaning

- [18] Clause 39(2)(a) of the *Act* states:

(2) *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.*

- [19] The Landlord's undisputed evidence establishes that the Tenants' left the Unit in a condition below the standard of reasonably clean and damaged beyond normal wear and tear. The Landlord submitted photographs of the Unit's condition and invoices for the maintenance and cleaning costs.
- [20] I find the Landlord's claim for maintenance and cleaning is allowed.

Hourly rate

- [21] The Landlord is seeking compensation for maintenance and cleaning, in the total amount of \$885.50. This is calculated at \$55.00 per hour plus HST. The Representative stated that it took eight hours for maintenance and six hours for cleaning.
- [22] The Representative stated that the Landlord is a third-party property management company, and for all of their clients, maintenance and cleaning services are billable at \$55.00 per hour plus HST. This hourly rate includes CPP premiums, EI premiums and vacation pay.
- [23] The Representative stated that in previous decisions the Rental Office has used a much lower hourly rate. The Representative stated that in those previous decisions, the Landlord is losing money on every hour worked to get those rental units ready to re-rent.
- [24] I have reviewed the Landlord's submissions.
- [25] I note that, as a starting point, a tenant's obligation at the end of the tenancy is to leave a rental unit *reasonably clean and undamaged except for reasonable wear and tear*. A landlord may choose to hire professional cleaners, however, the *Act* does not require a tenant to have a rental unit professionally cleaned. Generally, the Rental Office will reduce such professional cleaning costs to represent a cost more consistent with a *reasonably clean* standard.
- [26] I further note that deducting professional costs protects a tenant from a landlord whom may decide to clean a rental unit themselves and arbitrarily charge a tenant an unreasonably high hourly rate.
- [27] In these circumstances, I note that the Landlord is a third-party property management company, who has their own maintenance and cleaning services with the same company name. I further note that this company is not an arms-length maintenance and cleaning services company.
- [28] The evidence establishes that the Unit required eight hours of maintenance and six hours of cleaning. I accept the Landlord's evidence that the Unit required this amount of work based upon the photographic evidence.
- [29] However, I find that \$55.00 per hour plus HST is an excessive hourly wage when considering a tenant's requirements at the end of a tenancy under subsection 39(2). I find that this hourly wage, plus HST, is not a standard or expected cost associated with bringing a rental unit to a standard of reasonably clean.
- [30] Therefore, I adjust the hourly rate with the consideration for the Landlord's submissions to \$40.00 per hour without HST.
- [31] This claim is allowed in part, in the total amount of \$560.00 (\$40.00/hr. x 8 hours + \$40.00/hr. x 6 hours).

Pre-Tenancy & Post-Tenancy Inspection Reports

- [32] I note that in this case the Landlord and the Tenants were not required to complete a pre-tenancy and post-tenancy inspection report under section 109 of the *Act*.

CONCLUSION

- [33] The Application is allowed in part. The Landlord will keep the Tenants' entire security deposit, including interest, in the total amount of \$1,268.59.
- [34] The Tenants must pay the Landlord the balance owing of \$606.84 by the timeline below, calculated as follows:

Item	Amount
Rent Owing – March 2025	\$1,264.43
Commercial Dump Fee	\$51.00
Maintenance (\$40.00/hr. x 8 hrs.)	\$320.00
Cleaning (\$40.00/hr. x 6 hrs.)	\$240.00
Total	\$1,875.43
Less Security Deposit + Interest	(\$1,268.59)
Balance	\$606.84

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$1,268.59.
2. The Tenants will pay the Landlord the amount of \$606.84 by June 23, 2025.

DATED at Charlottetown, Prince Edward Island, this 22nd 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.