

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks an order against the Tenant for compensation totalling \$496.50 for cleaning and repairs.

DISPOSITION

- [3] I find that the Tenant will compensate the Landlord \$496.50.

BACKGROUND

- [4] The Unit is one-half of a duplex (the "Residential Property").
- [5] On December 1, 2024, the parties entered into a written, fixed-term tenancy agreement from December 1, 2024, to November 31, 2025. Rent of \$2,500.00 was due on the first day of the month. A security deposit of \$2,500.00 was paid at the beginning of the tenancy.
- [6] On January 9, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 29, 2025 (the "Notice") for non-payment of rent.
- [7] On February 25, 2025, the Tenant moved out of the Unit.
- [8] On February 27, 2025, the parties had a Rental Office hearing for rent owing. In Order LD25-101, the Landlord was permitted to keep the security deposit, and the Tenant was ordered to pay the Landlord \$2,239.36 by April 17, 2025.
- [9] On March 10, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking compensation for cleaning and repairs.
- [10] On March 31, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 13, 2025.
- [11] On May 7, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for May 14, 2025.
- [12] On May 8, 2025, the Rental Office emailed a 26-page PDF (the "Evidence Package") to the parties.
- [13] On May 14, 2025, the Representative participated in the teleconference hearing. I telephoned the Tenant and left a voicemail message; however, the Tenant did not participate in the hearing. The hearing proceeded after ten minutes in the Tenant's absence.
- [14] The Representative confirmed that he received a copy of the Evidence Package and that all documents submitted to the Rental Office were included. The Tenant submitted no documents.

ISSUE

- A. Must the Tenant compensate the Landlord for cleaning and repairs?

ANALYSIS

- [15] The Representative stated he was seeking \$496.50 in compensation for cleaning and repairs, and not the full amount initially requested on the Application. Move-out photographs of the Unit and a move-out inspection report were submitted as evidence.

- [16] The Representative stated that he was seeking \$253.00 for four hours of cleaning after the Tenant moved out. He stated that the floors were dirty, the walls were mud-stained, there was garbage left in the Unit, and the bathroom was left unclean.
- [17] The Representative stated that he was seeking \$126.50 for two hours of maintenance costs to remove garbage, junk, countertops, sinks, and planks left in the Unit by the Tenant. He was also seeking \$7.00 for the dump fee to dispose of the items.
- [18] The Representative stated that he was seeking \$40.00 to replace the heat pump remote as it had melted and could no longer be used. He was seeking \$60.00 to replace the garage door remote as it was missing from the Unit. He was seeking \$10.00 to cut new keys for the Unit as the Tenant did not leave the keys.
- [19] Clause 39(2)(a) of 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.*"
- [20] I find that the Landlord has provided sufficient evidence to establish that the Tenant left the Unit below the standard of reasonably clean and that parts of the Unit were damaged beyond reasonable wear and tear when he moved out.
- [21] I find that the Landlord has established that the Tenant must compensate the Landlord \$496.50 for cleaning and repairs.
- [22] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$496.50 by July 7, 2025.

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