

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 \$594.25 for cleaning and repairs.

DISPOSITION

- [3] I find that the Tenant will pay the Landlord \$594.25.

BACKGROUND

- [4] The parties entered into a written, fixed-term tenancy agreement for the Unit from August 1, 2024, to July 31, 2025. Rent of \$2,500.00 was due on the first day of the month. A \$2,500.00 security deposit was paid at the beginning of the tenancy.
- [5] On February 25, 2024, the parties had a Rental Office hearing. In that matter, the Tenant was required to vacate the Unit by March 10, 2025, and pay rent owing of \$7,625.00.
- [6] The Tenant moved out of the Unit on March 10, 2025, and the tenancy ended.
- [7] On March 13, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking compensation of \$594.25 for cleaning and repairs.
- [8] On March 28, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 8, 2025.
- [9] On May 1, 2025, the Rental Office shared a 49-page PDF and one video with the parties via TitanFile (the "Evidence Package").
- [10] On May 8, 2025, the Rental Office mailed and emailed the parties notice of a rescheduled teleconference hearing for May 14, 2025.
- [11] On May 14, 2025, the Representative and the Tenant participated in a teleconference hearing to determine the Application. Both parties confirmed receipt of the Evidence Package, and the Representative confirmed 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

- [12] The Representative stated that he was seeking \$594.25 for cleaning and repairs to the Unit after the Tenant moved out. Move-out photographs of the Unit and a move-out inspection report were submitted as evidence.
- [13] The Representative stated that the floors, walls, kitchen, bedrooms, bathrooms, appliances, and fire stove were unclean after the Tenant moved out. He stated it took four hours to clean the Unit, totalling \$253.00.
- [14] The Representative stated that garbage was left in the basement, and it took 2 hours to remove and dispose of it, and a commercial dump fee of \$25.00, totalling \$151.50.

- [15] The Representative stated that nails and hooks were left in the walls, and stickers were on the walls. He stated that it took three hours, totalling \$189.75, to remove the stickers, nails, and hooks, to patch the holes, and touch up the paint.
- [16] The Tenant agreed with the Landlord's evidence and request for compensation, but stated that she never used the fire stove. The Tenant stated that she had been going through financial challenges and did not have much time to move when she was evicted.
- [17] 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.*"
- [18] 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 she moved out.
- [19] I find that the Landlord has established that the Tenant must compensate the Landlord \$594.25 for cleaning and repairs.
- [20] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$594.25 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.