

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 to keep the security deposit for rent owing for March 2025 and additional compensation for cleaning and repairs.

DISPOSITION

- [3] I find that the Landlord will keep the security deposit plus interest, and the Tenant will also compensate the Landlord \$92.05.

BACKGROUND

- [4] The Unit is an apartment in a multi-unit building managed by the Landlord.
- [5] On October 11, 2021, the parties entered into a written, fixed-term tenancy agreement for the Unit for the period from October 11, 2021, to September 10, 2022. The tenancy agreement then continued on a month-to-month basis. Rent was \$1,264.43 monthly due on the 11th day of the month, and a security deposit of \$1,200.00 was paid on October 11, 2021.
- [6] On March 1, 2025, the Tenant moved out of the Unit.
- [7] On March 12, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the security deposit for rent owing for March 2025 and additional compensation for cleaning and repairs.
- [8] On March 19, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 6, 2025.
- [9] On May 1, 2025, the Rental Office emailed a 54-page PDF to the parties (the "Evidence Package").
- [10] On May 6, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for May 13, 2025.
- [11] On May 13, 2025, the Representative participated in a teleconference hearing. I telephoned the Tenant, but the person who answered the call stated that they were not the Tenant and hung up. The Representative stated that he received a copy of the Evidence Package and that all evidence submitted was included. The hearing proceeded in the Tenant's absence after ten minutes. The Tenant submitted no documents.

ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Must the Tenant compensate the Landlord for cleaning and repairs?

ANALYSIS**A. Does the Tenant owe the Landlord rent?**

- [12] The Representative stated that he was seeking to keep the security deposit for rent owing for March 2025. The Tenant provided the Landlord notice on February 23, 2025, and moved out on March 1, 2025. The Representative stated that the Tenant did not give at least one month's notice to move out of the Unit. He stated that the Unit was able to be re-rented for April 1, 2025.

- [13] Subsection 55(2) of the Act states that a tenant may end a month-to-month tenancy by giving the landlord a notice of termination effective on a date that (1) is not earlier than one month after the date the landlord receives the notice, and (2) is the day that rent is payable under the tenancy agreement.
- [14] I find that the Landlord has provided sufficient evidence to establish that the Tenant failed to comply with the notice requirements to end the month-to-month tenancy agreement. As rent was due on the 11th day of the month, the Tenant would have had to provide notice before February 10, 2025, to end the tenancy on March 10, 2025.
- [15] I am satisfied that the Landlord has engaged in sufficient efforts to try to re-rent the Unit. The Landlord fulfilled its responsibility to try to reduce (mitigate) rental income losses for March 2025 under section 46 of the Act. The Landlord did not re-rent the Unit until April 2025.
- [16] As rent was due on the 11th day of the month, and the Unit was re-rented on April 1, 2025, I find that the Tenant owes the Landlord 21 days of rent (March 11 – March 31), totalling **\$856.55**.

B. Must the Tenant compensate the Landlord for cleaning and repairs?

- [17] The Representative stated that he is seeking compensation of \$506.00 (\$55.00 per hour x 8 hours + HST) for cleaning and repairing damage in the Unit.
- [18] The Representative stated that the floors were dirty, the walls were dirty and scuffed, there were holes in the walls and a door, appliances were left dirty, and garbage and food were left in the Unit. The Representative submitted a move-out inspection report and move-out photographs of the Unit as evidence. The Representative stated that he did not have a move-in inspection report or any move-in photographs of the Unit.
- [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 note that the Tenant had lived in the Unit since 2021, so some wear and tear must be expected over that timeframe. However, 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.
- [21] I find that the Tenant will compensate the Landlord **\$506.00** for cleaning and repairs.

CONCLUSION

- [22] The Application is allowed.
- [23] The Landlord will keep the security deposit, plus interest.
- [24] The Tenant must pay the Landlord a total amount of \$92.05, calculated as follows:

Item	Cost
Rent Owing	\$856.55
Cleaning and Repairs	\$506.00
Security Deposit	(\$1,200.00)
Interest (Oct. 11/21 – June 5/25)	(\$70.50)
Total	\$92.05

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, plus interest.
2. The Tenant will pay the Landlord \$92.05 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.