

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 Landlords want to keep the Tenants' security deposit plus additional compensation for rent owing, electricity, cleaning and damage, in the total amount of \$5,823.30.

DISPOSITION

- [3] The Landlords have established their claims, in the total amount of \$5,823.30.
- [4] The Landlords will retain the Tenants' entire security deposit, including interest, of \$2,539.89. The Tenants owe the Landlords additional compensation of \$3,283.41 to be paid by the timeline below.

BACKGROUND

- [5] The Unit is a three-bedroom, two-and-a-half-bathroom, three-level unit located in a duplex building. The Landlords have owned the Unit since about September 17, 2024.
- [6] The Landlords and the Tenants ("T1" and "T2") entered into a written, fixed-term tenancy agreement for the Unit for the period of October 1, 2024 to September 30, 2025 (the "Tenancy Agreement"). Rent in the amount of \$2,500.00 was due on the first day of the month. T1 was the Landlords' contact person for the Tenants.
- [7] A security deposit of \$2,500.00 was paid in the following three installments:
- \$650.00 on September 16, 2024;
 - \$850.00 on September 23, 2024; and
 - \$1,000.00 on October 31, 2024.
- [8] On January 1, 2025 T2 moved out of the Unit.
- [9] On February 2, 2025 the Landlords served T1 with a *Form 4(A) Eviction Notice* for non-payment of rent with an effective date of February 22, 2025 (the "Notice"). The Landlords allowed T1 to stay in the Unit until February 28, 2025.
- [10] On March 6, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine* with the Rental Office claiming against the Tenants for rent owing, electricity, cleaning and damage. On March 7 and 24, 2025 the Landlords amended their application against the Tenants (the "Application").
- [11] On April 2, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 13, 2025, along with a copy of the Application. The Rental Office mailed the Landlords and T1 a copy of the notice of hearing. The Rental office telephoned T2 regarding the notice of hearing.
- [12] On May 12, 2025 the Rental Office emailed the parties a 101-page evidence package and video evidence (the "Evidence Package") through TitanFile.
- [13] On May 13, 2025 the Landlords joined the teleconference hearing. I telephoned T1 but I was unable to leave a voicemail message. I telephoned T2 and left a voicemail message. I emailed the Tenants an additional copy of the notice of hearing. The hearing proceeded thirteen minutes after the scheduled time. T2 later joined the teleconference and participated in most of the hearing.
- [14] The Landlords confirmed that they received the Evidence Package and they confirmed that all evidence submitted to the Rental Office was included. I asked T2 if he wanted additional time to review the Evidence Package and provide a written response and T2 declined.

ISSUE

- A. Have the Landlords established claims against the Tenants for rent owing, electricity, cleaning and damage?

ANALYSIS

- [15] Based upon the evidence presented, I find that both Tenants are responsible for the established claims in the Application.
- [16] At the hearing T2 stated that he signed the Tenancy Agreement and he does not dispute his responsibility for the Landlords' claims.
- [17] I note that T2 vacating the Unit on January 1, 2025 did not end his obligations under the Tenancy Agreement.
- [18] The Landlords can collect the amount ordered below from one or both of the Tenants up to the total amount ordered.
- [19] The legal expression is that the Tenants are jointly and severally liable to the Landlords for the amounts ordered below.

Rent Owing

- [20] The Landlords' evidence establishes that the Tenants did not pay part of January rent, in the amount of \$800.00, or any February rent, in the amount of \$2,500.00.
- [21] The Landlords' \$3,300.00 claim for rent owing is valid.

Unpaid Electricity

- [22] The Tenancy Agreement states that electricity is an excluded service which is the responsibility of the Tenants. The evidence establishes that the Landlords paid \$1,017.32 for electricity costs that were the Tenants' responsibility.
- [23] The Landlords' \$1,017.32 claim for electricity is valid.

Cat Urine Cleaning by Landlords

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

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...

- [25] The Landlords' evidence is summarized as follows. The Landlords purchased the Unit brand new, after it was gutted and renovated in 2024. The Tenants were the Landlords' first occupants after the Unit was purchased.
- [26] The Landlords originally had a claim for cat urine damage to flooring in the amount of \$2,649.74. The Landlords had a flooring specialist in the Unit who provided a quote of \$1,897.50 to repair the floors. The Landlords provided an estimated baseboards cost of \$230.00.

- [27] The Landlords spent two weeks attending the Unit daily to spray cleaning product to get rid of the smell.
- [28] The Landlords later discovered that the cat urine was in the baseboards. The Landlords applied product to this area and were able to get the smell out of the Unit. The Landlords were able to avoid the \$1,897.50 flooring cost and the \$230.00 baseboard cost.
- [29] I find that the Unit was clean at the beginning of the Tenancy Agreement and was left in an unclean state at the end, well below reasonably clean.
- [30] The Landlords' \$521.50 claim for cat urine cleaning is valid.

Professional Cleaning

- [31] The Landlords hired a cleaner (the "Cleaner") that had been completing this type of work for twelve years. The Cleaner originally quoted \$700.00 to \$800.00. However, the Cleaner had to wash the floors several times due to the cat urine. The kitchen, including the refrigerator, took more time than expected.
- [32] It took the Cleaner an entire weekend to clean the Unit and the Landlords had to pay \$900.00.
- [33] The Landlords' \$900.00 claim for professional cleaning is valid.
- [34] In this case I am satisfied that the Tenants are responsible for significant cleaning costs.
- [35] I note that the Unit was new at the beginning of the Tenancy Agreement and the Tenants occupied the Unit for a relatively short period of time. T1 occupied the Unit for about five months and T2 occupied the Unit for about three months. In these circumstances it would be expected that limited cleaning would be necessary for the Landlords to complete.
- [36] However, the Landlords' evidence establishes that significant cleaning was required at the end of the Tenancy Agreement.
- [37] Further, I am satisfied that the Landlords' cleaning and the professional cleaning reduced the Landlords' cat urine damage claim, which was originally estimated to be \$2,127.50 for flooring and baseboard costs.
- [38] In other words, the cleaning work mitigated the cat urine damage claim.

Garbage Removal by Landlords

- [39] The Landlords' evidence establishes that the Tenants did not properly sort their waste and the collection of the Tenants' bins was refused near the end of the tenancy. The Landlords had to re-bag the Tenants' waste and the Landlords transferred two vehicle loads of waste from the Unit to the garbage dump.
- [40] The Landlords' \$50.00 claim for this work is valid.

Shower Curtain and Liner Replacement

- [41] The Landlords claimed against the Tenants for replacement of a fire extinguisher and a shower curtain and liner. The fire extinguisher was later returned and the Landlords have withdrawn this claim.
- [42] The Unit had a shower curtain and liner owned by the Landlords that was removed by the Tenants. The Landlords submitted into evidence a receipt for the \$34.48 replacement cost.

[43] The Landlords' \$34.48 claim for a shower curtain and liner replacement is valid.

CONCLUSION

[44] The Landlords will keep the Tenants' security deposit, including interest, in the amount of \$2,539.89.

[45] The Tenants must also pay the Landlords the net amount of \$3,283.41 by the timeline below, calculated as follows:

Item	Amount
Rent owing	\$3,300.00
Unpaid electricity	\$1,017.32
Cat urine cleaning by Landlords	\$521.50
Professional cleaning	\$900.00
Garbage removal by Landlords	\$50.00
Shower curtain and liner replacement	\$34.48
Security deposit (total)	-\$2,500.00
Security deposit interest on \$650.00 (16 SEP 2024 to 22 SEP 2024)	-\$0.24
Security deposit interest on \$1,500.00 (23 SEP 2024 to 30 OCT 2024)	-\$3.41
Security deposit interest on \$2,500.00 (31 OCT 2024 to 5 JUN 2025)	-\$36.24
Net amount to be paid by Tenants	\$3,283.41

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the Tenants' security deposit, including interest, in the amount of \$2,539.89.
2. The Tenants must also pay the Landlords \$3,283.41 by August 5, 2025.

DATED at Charlottetown, Prince Edward Island, this 5th day of June, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.