

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenant seeks a return of \$800.00 of the security deposit and additional compensation of \$1,600.00, for a total claim of \$2,400.00.
- [3] The Landlord seeks compensation of \$200.00 for cleaning.

DISPOSITION

- [4] The Landlord will return the interest accrued on the security deposit of \$54.19, and prorated January 2025 rent of \$129.03, totalling \$183.22.
- [5] The Landlord’s compensation claim is denied.

BACKGROUND

- [6] The Unit is a room with shared common facilities in a house (the “Residential Property”).
- [7] The parties entered into a written, fixed-term tenancy agreement for the Unit from April 1, 2023, to April 1, 2024, which converted to a month-to-month agreement. Rent was \$800.00 monthly, and a security deposit of \$1,600.00 was paid by August 1, 2023.
- [8] The Tenant moved out of the Unit on January 26, 2025, and the tenancy ended by mutual agreement.
- [9] On January 29, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Rental Office, seeking a return of \$800.00 of the security deposit and additional compensation of \$1,600.00.
- [10] On March 7, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for April 22, 2025.
- [11] On March 28, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Rental Office seeking compensation of \$200.00 for cleaning.
- [12] On April 15, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for April 29, 2025.
- [13] On April 25, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for May 27, 2025.
- [14] On May 20, 2025, the Rental Office emailed a 45-page PDF (the “Evidence Package”) to the parties.
- [15] On May 27, 2025, the Tenant and the Landlord’s representative (the “Representative”) participated in a teleconference hearing. The parties stated they received a copy of the Evidence Package and that all submitted evidence was included.
- [16] After the hearing, the Landlord submitted additional evidence, which included photographs, a video, and messages between the parties. The additional evidence was provided to the Tenant. No further submissions were received from the parties.

ISSUES

- A. Must the Landlord return the security deposit to the Tenant?
- B. Must the Landlord compensate the Tenant?
- C. Must the Tenant compensate the Landlord?

ANALYSIS**A. Must the Landlord return the security deposit to the Tenant?**

- [17] The Tenant stated that the Representative told him in December 2024 that the Residential Property was being sold and that the Tenant had to vacate by the end of January 2025. The Tenant stated that he moved out on January 26, 2025, and asked for his security deposit back.
- [18] The Tenant stated that the Representative only returned \$800.00 of the \$1,600.00 security deposit when he moved out. He stated that he did not pay rent for January 2025.
- [19] The Representative stated that the Tenant paid a \$1,600.00 security deposit. He stated that he told the Tenant in December 2024 that he had to vacate by the end of January 2025 because the Landlord was selling the Residential Property.
- [20] The Representative stated that he told the Tenant that he would apply \$800.00 of the security deposit towards rent for January 2025. After the Tenant moved out, the Representative returned the other \$800.00 to the Tenant via e-transfer. The Representative submitted a copy of the e-transfer details as evidence.
- [21] Section 14(3) of the Act states:

A landlord shall not require or accept a security deposit that is greater than
(a) in the case of a tenancy agreement where the rent is paid weekly, the
equivalent of one week's rent; and
(b) in any other case, the equivalent of one month's rent.

- [22] I find that the evidence establishes that the Landlord required a security deposit equivalent to more than one month's rent, which was in contravention of the Act.
- [23] However, the evidence also establishes that the Representative did not require the Tenant to pay rent for January 2025, and applied \$800.00 of the security deposit towards the rent. The Representative also returned the rest of the security deposit to the Tenant the day after the Tenant moved out of the Unit. I find that the Landlord has met their section 40 obligations.
- [24] I find that the Tenant has not established that the Landlord must return the security deposit to the Tenant, as the security deposit had already been returned. However, I do find that the Landlord must return the interest accrued on the security deposit, under clause 40(1)(a) of the Act, calculated as:

Security Deposit	Interest
\$1,600.00 (Aug. 1, 2023 – Dec. 31/24)	\$52.77
\$800.00 (Jan. 1/25 – Jan. 27/25)	\$1.42
Total	\$54.19

B. Must the Landlord compensate the Tenant?

- [25] The Tenant stated that he was seeking compensation, the equivalent of two months' rent (\$1,600.00), because the Representative did not provide him with any official documents to vacate the Unit, and did not provide him enough time to move out. He stated that he was also seeking compensation because the Representative did not return his security deposit, and the Representative did not provide him with any mailbox keys.
- [26] The Representative stated that he sent the Tenant a text message on December 11, 2024, telling him he had to vacate by January 31, 2025. He stated that he had provided notice to all the tenants in the Residential Property because the Landlord was selling the house. He stated that the Residential Property was still on the market and had not yet been sold.
- [27] The Representative stated that he had someone check the mailbox anytime the Tenant stated that he was expecting mail. The Tenant told him that he was expecting some important documents at one point, but there was nothing in the mailbox at that time.
- [28] I find that the Tenant has not established that the Landlord must compensate the Tenant.
- [29] The evidence establishes that the Representative provided the Tenant a text message on December 11, 2024, that the Tenant had to vacate by January 31, 2025, because the Landlord was selling the Residential Property. The Tenant complied with the Representative's request and moved out of the Unit on January 26, 2025.
- [30] If the Tenant wanted to dispute the eviction, the Tenant could have filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office after receiving the message from the Landlord. However, the parties agreed to end the tenancy under subsection 51(3) of the Act, which states that a landlord and a tenant may make a written agreement, other than a tenancy agreement, to end a tenancy.
- [31] Regarding the Tenant's compensation claim, the Act states that a tenant is entitled to compensation if they receive a notice of termination for repairs, renovations, demolition, conversion, landlord's use, or purchaser's use of the Residential Property. In this case, there is insufficient evidence that the Tenant received a notice of termination for any of these reasons.
- [32] However, I do find that the Tenant paid for the whole month of January 2025, but the tenancy ended on January 26, 2025. Therefore, I find that the Landlord must pro-rate January 2025's rent from January 27-31, 2025, totalling **\$129.03** (5 days / 31 days x \$800.00).
- [33] Regarding the Tenant's security deposit, as noted above, the Landlord had already returned the security deposit to the Tenant. Regarding access to the mailbox, I find that the Tenant has not provided sufficient evidence to establish that the Landlord restricted the Tenant's access to the mailbox in contravention of the Act or the tenancy agreement.

C. Must the Tenant compensate the Landlord?

- [34] The Representative stated that he was seeking \$200.00 in compensation because he had to hire cleaners after the Tenant moved out. The Representative submitted photographs of the Tenant's room, mattress, and bathroom after the Tenant vacated. He also submitted photographs and a video showing some garbage in the Unit during the tenancy around October 31, 2024. The Representative stated that only the Tenant used the bathroom depicted in the photographs.
- [35] The Tenant stated that he cleaned before he moved out and that other tenants in the Residential Property also used the bathroom in the photographs.

- [36] I find that the Landlord has not provided sufficient evidence to establish that the Tenant must compensate the Landlord for cleaning.
- [37] 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.*”
- [38] I note that one photograph depicts an individual cleaning the Tenant’s room, but I find that the photograph does not depict the Unit below the standard of reasonably clean. A second photograph depicts a close-up of the Tenant’s mattress; however, there is insufficient evidence to establish the condition of the mattress before the Tenant moved in.
- [39] I note that a third photograph depicts an individual cleaning a bathroom; however, the parties disputed whether only the Tenant or other tenants had access to the bathroom. As such, I find that the Landlord has not established that the Tenant was solely responsible for the bathroom’s alleged unclean condition.
- [40] Furthermore, the photographs and video from October 31, 2024, depict the condition of the Residential Property when the Tenant lived in the Unit. There is insufficient evidence that the Residential Property or the Unit was in the same condition when the Tenant moved out on January 26, 2025.
- [41] Therefore, I find that the Landlord has not established that the Tenant left the Unit below the standard of reasonably clean when he moved out.

CONCLUSION

- [42] The Tenant Application is allowed in part, and the Landlord Application is denied.
- [43] The Landlord must return the interest accrued on the security deposit, totalling \$54.19.
- [44] The Landlord must prorate January 2025’s rent, totalling \$129.03.

IT IS THEREFORE ORDERED THAT

1. The Landlord will pay the Tenant \$183.22 by July 16, 2025.

DATED at Charlottetown, Prince Edward Island, this 16th 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.