

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 Landlord seeks to keep the security deposit and additional compensation for cleaning and repairs for a total claim of \$2,566.80.
- [3] The Tenant seeks a return of double the security deposit, including interest, for a total claim of \$2,463.99.

DISPOSITION

- [4] The Landlord has established a claim for compensation totalling \$2,071.43 for cleaning and repairs.
- [5] The Tenant has established a claim for double the security deposit, plus interest, totalling \$2,463.99.
- [6] The amounts are offset, and the Landlord will pay the Tenant the net amount of \$392.56.

BACKGROUND

- [7] The Unit is an apartment in a multi-unit building (the “Residential Property”).
- [8] The parties entered into a written, month-to-month tenancy agreement for the Unit beginning April 1, 2023. Rent was \$1,264.43 monthly, due on the first day of the month. A security deposit of \$1,200.00 was paid on March 28, 2023.
- [9] The Tenant moved out of the Unit on February 28, 2025, and the tenancy ended by mutual agreement.
- [10] On April 22, 2025, the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Rental Office, seeking a return of double the security deposit.
- [11] On May 7, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 17, 2025.
- [12] On June 6, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Rental Office seeking to keep the security deposit and additional compensation for cleaning and repairs totalling \$2,566.80.
- [13] On June 6, 2025, the Rental Office mailed and emailed the parties an updated notice of a teleconference hearing scheduled for June 17, 2025, along with the Landlord Application.
- [14] On June 12, 2025, the Rental Office emailed a 73-page PDF and two videos (the “Evidence Package”) to the parties.
- [15] On June 16, 2025, the Rental Office emailed an eight-page PDF (the “Supplementary Evidence Package”) to the parties.
- [16] On June 17, 2025, the Tenant’s representative (the “Tenant Representative”) and the Landlord’s representative (the “Landlord Representative”) participated in a teleconference hearing. The parties stated they received a copy of both evidence packages and that all submitted evidence was included.

- [17] After the hearing, the Landlord submitted additional evidence, which included three separate invoices. The additional evidence was provided to the Tenant. No further submissions were received from the parties.

ISSUES

- A. Must the Tenant compensate the Landlord for cleaning and repairs?
- B. Must the Landlord return double the security deposit to the Tenant?

ANALYSIS

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

- [18] The Landlord Representative's evidence is as follows.

- [19] The Landlord is seeking compensation of \$2,566.80 for cleaning and repairs for the following:

Item	Amount
Closet door track	\$47.00
Replace three smoke detectors	\$103.47
Broken bedroom window	\$409.12
Install new glass	\$86.25
Counter top replacement	\$746.83
Cleaning the Unit	\$1,050.00
Damage to radiators	\$124.13
Total	\$2,566.80

- [20] The Landlord submitted a move-in inspection report and a move-out inspection report. The Tenant signed the move-in inspection report, and it noted no significant damages. The Tenant Representative was given an opportunity for a move-out inspection, as the Tenant had already moved out, but he declined. The Tenant Representative told the Landlord that he had taken videos before he moved out and did not need to be present for the inspection. The move-out inspection was completed without the Tenant or Tenant Representative present.
- [21] The Landlord submitted photographs of the Unit after the Tenant moved out. The photographs on pages 4 and 5 of the Supplementary Evidence Package were from a different apartment and were mistakenly included with the photographs for the Unit. The other photographs in the evidence packages accurately depict the interior of the Unit.
- [22] There was damage to the Unit, such as the closet door track being bent and broken, and three smoke detectors missing from the Unit. There was a broken interior pane of glass damaged in the Unit which needed to be replaced. The kitchen countertop was damaged with burn marks and water damage and had to be replaced, but the Landlord did not claim the full cost for this repair. The radiators were damaged and needed new clips and end caps.
- [23] The most significant expense was for cleaning the Unit. There was mold on the doors and surfaces of the Unit. There was grease in the kitchen that needed to be cleaned. The stove was not moved, and there was dirt on and behind the stove. The walls, fridge, bathroom, and floors were not clean, and there were items left in the Unit. It took two cleaners 15 hours at \$35.00 per hour to clean the Unit.
- [24] The repairs the Tenant requested during the tenancy were addressed in a timely manner. It took some time to locate the source of the leak in the wall and to fix the drywall. All the mold on the walls and ceiling in the Tenant's photos has been repaired. The Tenant was told to clean the surface mold.

- [25] The Tenant Representative's evidence is as follows.
- [26] The Tenant Representative is the Tenant's brother. The other individuals named in the tenancy agreement did not move into the Unit, so the Tenant Representative moved into the Unit so the Tenant would not have to live alone. The Tenant moved out of the Unit approximately two weeks before the Tenant Representative, and neither was available for the move-out inspection. The Tenant Representative submitted a video of the Unit from before he vacated.
- [27] The Unit required several repairs during the tenancy, and the Landlord was slow to address the required repairs. There was water backing up in the sink from a sewer blockage in another unit. There was a leak in a window, and rain was coming into the living room. It took the Landlord several months to fix the leak and drywall. The humidity in the Unit caused mold on the walls and their clothes. Photos and a video of the mold were submitted as evidence.
- [28] He and the Tenant had to throw out some of their food, clothes and furniture due to the mold in the Unit. He cleaned the Unit before he moved out but he may have missed cleaning the mold on the door depicted on page 8 of the Supplementary Evidence Package. He disputed that the photos depicted on pages 4 and 5 of the Supplementary Evidence Package were of the Unit. He disputed that he or the Tenant caused the crack in the window depicted on page 6 of the Supplementary Evidence Package.
- [29] 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.*"
- [30] 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 the Tenant moved out. Further, I find that the Landlord has established that the baseline condition of the Unit was reasonably clean and undamaged, apart from the items noted on the move-in inspection report.
- [31] I find that the Landlord has provided sufficient evidence to establish that the Tenant must compensate the Landlord for the following:

Item	Amount
Closet door track	\$47.00
Replace three smoke detectors	\$103.47
Counter top replacement	\$746.83
Cleaning the Unit	\$1,050.00
Damage to radiators	\$124.13
Total	\$2,071.43

- [32] I find that the Landlord has not provided sufficient evidence to establish that the Tenant must compensate the Landlord for the broken bedroom window or for installing new glass.
- [33] I note that the broken window was not documented as being broken during the move-in inspection and was noted as broken at the end of the tenancy. However, I find that the Landlord has not established, on a balance of probabilities, that the glass broke as a result of the Tenant's or Tenant Representative's actions, as opposed to other possible reasons, such as a change in temperature or gradual weakening of the glass.

B. Must the Landlord return double the security deposit to the Tenant?

- [34] Section 40 of the Act addresses the retention and return of a security deposit:

(1) *Except as provided in subsection (2) or (3), within 15 days after the date the tenancy ends or is assigned, the landlord shall either*

- (a) *issue payment, as provided in subsection (5), of any security deposit to the tenant with interest calculated in accordance with the regulations; or*
 - (b) *make an application to the Director under section 75 claiming against the security deposit.*
- (2) *A landlord may retain from a security deposit an amount that*
 - (a) *the Director has previously ordered the tenant to pay to the landlord; and*
 - (b) *remains unpaid at the end of the tenancy.*
- (3) *A landlord may retain an amount from a security deposit if*
 - (a) *at the end of a tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant; or*
 - (b) *after the end of the tenancy, the Director orders that the landlord may retain the amount.*
- (4) *Where a landlord does not comply with this section, the landlord*
 - (a) *shall not make a claim against the security deposit; and*
 - (b) *shall pay the tenant double the amount of the security deposit.*

[35] After the tenancy between the parties ended on February 28, 2025, the Landlord had 15 days to either return the security deposit to the Tenant or 17 days to apply with the Rental Office, as the 15th day was a Saturday, claiming against the security deposit. The Landlord did neither. The Landlord Application was not filed until June 6, 2025.

[36] There are no earlier Rental Office decisions authorizing the Landlord to keep the security deposit. At the end of the tenancy, there is insufficient evidence that the parties entered into a written agreement permitting the Landlord to keep the security deposit.

[37] I find that the Landlord did not comply with the Section 40 requirements for keeping a security deposit. Therefore, the Landlord must compensate the Tenant double the security deposit, including interest on the principal amount, under subsection 40(4) of the Act.

CONCLUSION

[38] The Landlord Application is allowed in part, and the Tenant Application is allowed.

[39] The Tenant will compensate the Landlord \$2,071.43 for cleaning and repairs.

[40] The Landlord must pay the Tenant double the security deposit plus interest on the original security deposit, totalling \$2,463.99.

[41] The amounts are offset, and the Landlord will pay the Tenant \$392.56, calculated as:

Item	Amount
Security Deposit	\$1,200.00
Interest (March 28/23 – June 20/25)	\$63.99
Double Security Deposit	\$1,200.00
Cleaning and Repairs	(\$2,071.43)
Total	\$392.56

IT IS THEREFORE ORDERED THAT

1. The Landlord will pay the Tenant \$392.56 by July 21, 2025.

DATED at Charlottetown, Prince Edward Island, this 20th 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.