

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 seek to keep the security deposit, including interest, for rent owing and cleaning for a total claim of \$1,880.82.

DISPOSITION

- [3] I find that the Landlords have established their claim to keep the security deposit, including interest, for rent owing and cleaning, totalling \$1,880.82.

BACKGROUND

- [4] The Unit is a house owned by the Landlords.
- [5] The parties entered into a written, fixed-term tenancy agreement for the Unit for the period of August 1, 2023, to July 31, 2024. The tenancy agreement then continued on a month-to-month basis. Rent was \$1,915.00 monthly, due on the first day of the month. A security deposit of \$1,800.00 was paid at the beginning of the tenancy.
- [6] The Tenants moved out of the Unit on April 5, 2025.
- [7] On April 9, 2025, the Landlords 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 and cleaning.
- [8] On May 21, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for June 17, 2025.
- [9] On June 11, 2025, the Rental Office shared a 51-page PDF and one video (the “Evidence Package”) with the parties via Titan File.
- [10] On June 17, 2025, the Landlord, representing both Landlords, participated in a teleconference hearing via Zoom. I emailed the Tenants 15 minutes before the scheduled hearing time to remind them of the hearing, as the Rental Office did not have a telephone number for them. I waited ten minutes after the scheduled hearing time, and then the hearing proceeded in the Tenants’ absence.
- [11] The Landlord stated that he received a copy of the Evidence Package and that all submitted evidence was included. The Tenants submitted no documents or evidence.
- [12] The Landlord submitted additional evidence after the hearing. The additional evidence was provided to the Tenants. No further submissions were received from the parties.

ISSUE

- A. Can the Landlords keep the security deposit, including interest, for rent owing and cleaning?

ANALYSIS**Rent Owing**

[13] The Landlord stated that the Tenants provided the Landlords notice on March 17, 2025, that they were moving and the Tenants vacated on April 5, 2025. The Landlord stated that the Tenants did not provide proper notice to end the tenancy agreement and did not pay rent for the five days in April 2025 that they lived in the Unit. The Landlord stated that he chose not to re-rent the Unit after the Tenants moved out.

[14] Subsection 55(2) of the Act states:

(2) A tenant may end a month-to-month or other periodic tenancy by giving the landlord a notice of termination effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice;
and

(b) is the day before the day that rent is payable under the tenancy agreement.

[15] I find that the Landlord has provided sufficient evidence to establish that the Tenants failed to provide proper notice to end the tenancy agreement under subsection 55(2) of the Act. However, the Landlord chose not to re-rent the Unit after the Tenants had moved out. Therefore, I find that the Landlord had not fulfilled his responsibility to try to reduce (mitigate) rental income losses after April 5, 2025, under section 46 of the Act.

[16] As the Landlord had not mitigated the rental income losses after April 5, 2025, I find that the Tenants only owe the Landlord rent from April 1-5, 2025, totalling **\$319.16**, calculated as 5 days / 30 days x \$1,915.00.

Cleaning

[17] The Landlord stated that the Tenants had not cleaned the Unit before they moved out. The Unit smelled bad, it was dirty, there was gum stuck in different places, and there was grease everywhere. The Tenants left items and furniture inside and outside the Unit that had to be disposed of. The walls and floors were dirty and had to be cleaned.

[18] The Landlord submitted several cleaning and garbage disposal invoices as evidence. The Landlord stated that it cost \$2,683.68 for cleaning and cleaning products and \$529.00 for furniture removal. Photographs of the Unit after the Tenants vacated were submitted as evidence, as well as a video of the Unit from before the Tenants moved in.

[19] The Landlord stated that the cleaners only charged \$40.00 per hour, which was cheaper than other cleaners he had previously hired. He stated that the cleaners could only clean in intervals because the Unit smelled bad.

[20] 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.*"

[21] I find that the Landlords have provided sufficient evidence to establish that the Tenants left the Unit below the standard of reasonably clean when they moved out.

[22] I note that after deducting the rent owing (\$319.16) and the furniture removal (\$529.00), only \$1,032.66 of the security deposit and interest remains for the Landlords' cleaning claim. I find that the Landlords have provided sufficient evidence to establish that they can keep the rest of the security deposit of \$1,032.66 for cleaning and cleaning supplies.

Form of Tenancy Agreement

- [23] The parties signed a tenancy agreement that did not comply with the requirements under subsection 11(2) of the Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office’s website. The Landlord must ensure that its tenancy agreements contain the information required by the Act.

CONCLUSION

- [24] I find that the Landlords will keep the security deposit, including interest, for rent owing and cleaning, totalling \$1,880.82.
- [25] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlords will keep the security deposit, including interest, totalling \$1,880.82.

DATED at Charlottetown, Prince Edward Island, this 23rd 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.