

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 claims against the Tenants for cleaning, damage and rent, in the total amount of \$1,737.81. The Landlord seeks to keep the security deposit and additional compensation.
- [3] The Tenants seek the return of the entire security deposit, including interest, and compensation from the Landlord, in the total amount of \$1,725.64.

DISPOSITION

- [4] The Landlord’s claims are allowed in part. The Landlord has established claims for cleaning (\$780.00) and one day’s rent (\$34.32), in the total amount of \$814.32. The Landlord’s other claims are denied.
- [5] The Tenants’ claims against the Landlord are denied, except for a return of the security deposit balance.
- [6] The security deposit, including interest, totals \$1,035.64. The Landlord will keep \$814.32 of the security deposit funds and return the \$221.32 balance by the timeline below.

BACKGROUND

- [7] The Unit is a two-bedroom, one-bathroom apartment in a 12-unit building that the Landlord has owned for 18 years.
- [8] The Landlord and the Tenants entered into a written, month-to-month tenancy agreement that started on September 1, 2021. A security deposit of \$975.00 was paid on August 28, 2021. At the end of the tenancy rent in the amount of \$1,063.92 was due on the first day of the month.
- [9] On February 1, 2025 the Tenants text messaged the Landlord’s representative (the “Representative”) to advise that the Tenants would be moving out of the Unit.
- [10] On February 28, 2025 the Tenants stopped living in the Unit and on March 1, 2025 the Tenants finished removing their personal property.
- [11] On March 10, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenants’ security deposit for cleaning and damage. The Landlord served the Tenant with this application.
- [12] On March 19, 2025 the Rental Office provided the parties with notice of a teleconference hearing scheduled for April 29, 2025. The parties were provided with a documentary evidence deadline of April 15, 2025.
- [13] On April 17, 2025 the Rental Office sent the parties a 70-page evidence package.
- [14] On April 29, 2025 the Representative and one of the Tenants (the “Tenant”) participated in a teleconference hearing. The parties confirmed that all evidence that they had submitted to the Rental Office was included in the evidence package.
- [15] The hearing was adjourned to permit the parties to submit additional applications and file additional documentary evidence.

- [16] On May 8, 2025 the Landlord amended its application to add a claim for additional compensation, including rent owing (the “Landlord Application”).
- [17] On May 16, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office (the “Tenant Application”) seeking the return of the security deposit and compensation in the amount of \$690.00.
- [18] On June 12, 2025 the Rental Office provided the parties with notice of a teleconference hearing scheduled for July 15, 2025. The parties were provided with an additional documentary evidence deadline of June 30, 2025.
- [19] On July 9, 2025 the Rental Office emailed the parties a 120-page evidence package (the “Evidence Package” or “EP”).
- [20] On July 15, 2025 the Representative and the Tenant participated in a teleconference hearing. Near the beginning of the hearing the Tenant stated that he did not receive a copy of the Evidence Package. An additional copy of the Evidence Package was emailed to the Tenant. The hearing was adjourned for half an hour for the Tenant to have additional time to review the Evidence Package.
- [21] Half an hour later, the parties re-joined the teleconference hearing. The Tenant stated that he reviewed the Evidence Package and he was ready to proceed with the hearing. The parties confirmed that they were not aware of any documents missing from the Evidence Package.
- [22] I did not permit the parties to submit additional evidence after the hearing because the Rental Office had already provided the parties with two evidence deadlines to submit documentary evidence.

ISSUES

- A. Did the Tenants leave the Unit in a clean and undamaged state?
- B. Do the Tenants owe the Landlord rent for March 1, 2025?
- C. Have the Tenants established claims regarding the condition of the Unit?

ANALYSIS

A. Did the Tenants leave the Unit in a clean and undamaged state?

Cleanliness

- [23] For the reasons below, I find that the Landlord has established a claim for cleaning expenses in the amount of \$780.00.
- [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 Tenants were responsible to leave the Unit in reasonably clean condition at the time they moved out.
- [26] The Landlord submitted into evidence numerous photographs of the Unit taken in early March of 2025. The Representative reviewed the photographs in detail at the hearing.

- [27] The photographs show the Unit in a state well below reasonably clean.
- [28] It should have been readily apparent to the Tenants before March 1, 2025 that a significant amount of cleaning was required.
- [29] The Representative stated that, in addition to the \$780.00 cleaning cost, the Landlord also had its cleaners complete a day's worth of cleaning after the Unit's walls were painted. The Landlord has not claimed for the painting cost or the additional day of cleaning work.
- [30] The Representative argued that the \$780.00 cleaning cost brought the Unit to a reasonably clean condition.
- [31] The Tenants essentially argued that the Landlord cannot claim for uncleanliness because the Landlord did not follow the proper move-out inspection procedure.
- [32] I note that section 38 applies to move-out inspections for tenancies that started on or after April 8, 2023.
- [33] The tenancy between the Landlord and the Tenants started on September 1, 2021 and therefore I turn to section 109 of the *Act*, which states as follow:

Sections 18 and 38 of this Act do not apply to a landlord or tenant in respect of a tenancy that started before the date this Act comes into force.

- [34] The Landlord was not required to follow the move-out inspection procedure in section 38 because of the exemption in section 109 for tenancies that started before April 8, 2023.
- [35] Therefore, the Tenants' argument regarding non-compliance with section 38 is unsupported.
- [36] I find that the evidence establishes that the Landlord incurred \$780.00 in cleaning work to bring the Unit to a reasonably clean state. The Landlord's photographs show that the Unit required extensive cleaning.
- [37] The Tenant Application claims against the Landlord regarding a \$300.00 payment that the Tenants paid in cash to a cleaner. The cleaner did not in fact clean the Unit at all.
- [38] I find that the Tenants should have had the cleaning work completed before giving up possession of the Unit.
- [39] The necessary cleaning work should have been readily apparent to the Tenants and the cleaner.

Damage

- [40] The Landlord claims against the Tenants for kitchen cupboard damage, countertop damage and smoke detector removal.
- [41] Based upon the evidence presented, I have insufficient evidence to find that the Tenants are responsible for damaging the Unit.
- [42] In this case limited to no objective evidence (photographs, videos, etc.) was submitted regarding the initial condition of the Unit at the beginning of the tenancy. The Representative's evidence is that the photographs were taken in early March of 2025. I note that the best practice is to have date stamps in the photographs.
- [43] Move-in inspection reports were not mandatory under the *Rental of Residential Property Act* (the "*Former Act*"), which was in force at the beginning of the tenancy. However, the best practice was

to complete written move-in inspection reports. The Rental Office had a standard form available to assist landlords and tenants documenting the initial condition of rental units while the *Former Act* was in force.

- [44] The parties did not submit into evidence an inspection report regarding the initial condition of the Unit.
- [45] I note that for other tenancies, starting April 8, 2023 onwards, move-in inspection reports are mandatory. The rules for these inspections are set out in section 18 of the *Act*.
- [46] The Landlord's evidence is that significant improvements were made to the Unit around 2014 or 2015. The tenancy started in September of 2021 and the Unit was about six or seven years old at that time. Therefore, this is not a case that I can assess damage from a baseline new condition.
- [47] The Tenants have disputed being responsible for the damage. The Tenants claim that the three smoke detectors were not working properly.
- [48] I find that I have insufficient evidence to establish a baseline condition of the Unit from which to assess the damage claimed by the Landlord.
- [49] In all cases where a landlord is claiming damage to a rental unit, evidence should be submitted regarding the initial condition of the unit at the beginning of the tenancy.
- [50] I note that in this case the parties had two evidence deadlines providing opportunities to submit documentary evidence to the Rental Office.

B. Do the Tenants owe the Landlord rent for March 1, 2025?

- [51] The Landlord claims against the Tenants for one day's rent, for March 1, 2025.
- [52] I find that the Tenants are responsible for this claim.
- [53] The Tenants continued to have access to the Unit on this date as shown in the text message correspondence (EP 30).
- [54] The Landlord has established a claim for one day of rent, in the amount of \$34.32 (1 divided by 31 days multiplied by \$1,063.92).

C. Have the Tenants established claims regarding the condition of the Unit?

- [55] The Tenants claim against the Landlord regarding the condition of the Unit including water leakage, bathroom pipes, cockroach traps, fire detector batteries and replacement fire detectors.
- [56] The Tenants argued that the Landlord did not properly maintain the condition of the Unit. The Tenants submitted into evidence text messages with the Representative dating back to 2021. The Tenants argued that the Landlord was unresponsive to the Tenants' complaints.
- [57] The Representative argued that the Landlord was responsive to the Tenants' complaints.
- [58] The Representative stated that the Tenants' text messages do not provide a full picture of the communications between the parties. The Representative stated that the Tenants would send text messages and then call shortly thereafter. The Representative would answer the telephone call and speak with the Tenants. The Representative would not text message the Tenants after answering the telephone call because this messaging would be redundant.

- [59] The Representative stated that he spoke with other persons that worked for the Landlord regarding the Tenants' claims. The Representative stated that there were occasions that the Tenants had denied access to the Landlord for repairs and pest remediation, which delayed the work from being completed.
- [60] The Representative stated that the bathtub blockage issue raised by the Tenants was caused by the Tenants' hair clogging the drain, not a bathtub defect.
- [61] The Tenants have the burden of proof to establish the claims in the Tenant Application.
- [62] I find that the Tenants have provided insufficient evidence for these claims.
- [63] The Landlord has disputed the claims in the Tenant Application and there is limited objective evidence to support the Tenants' claims. The Representative has also provided an explanation regarding the content of the message correspondence between the parties.
- [64] I note that the Department of Environmental Health ("Environmental Health") has authority to inspect residential rental properties and issue reports under the *Public Health Act Rental Accommodation Regulations*.
- [65] Environmental Health reports normally make observations on the condition of a rental unit. These reports also provide required and recommended steps and a timeline for addressing any problems. Environmental Health inspectors are subject matter experts that can provide relevant written opinion evidence on whether a rental unit is properly maintained.
- [66] In this case the parties did not submit into evidence an inspection report from Environmental Health.
- [67] The Tenants did not submit into evidence any receipts or other evidence regarding the payments claimed, many of which the Tenant stated were paid in cash.
- [68] I also note that a significant amount of time has passed regarding many of the claims in the Tenant Application, which are based in part on events that occurred about 3.5 years ago.
- [69] I find that the Tenants have provided insufficient evidence to support the claims in the Tenant Application regarding the Unit's condition.
- [70] The Tenants made additional claims in the Tenant Application beyond the condition of the Unit.
- [71] In particular, the Tenants also claimed that the Landlord engaged in an "*unlawful deduction from my deposit*."
- [72] This claim is unsupported.
- [73] The Landlord filed and served its original application on March 10, 2025 in accordance with the 15-day timeline for filing the application, as stated in section 40 of the Act.
- [74] The Landlord has followed the proper procedure for seeking to keep a security deposit.
- [75] The Tenants also claim against the Landlord regarding access to the Unit.
- [76] Based upon the evidence presented, I do not find that the Landlord engaged in unauthorized access to the Unit. The Representative denied this claim and provided evidence that the Landlord was refused access to the Unit, which hindered the Landlord addressing repairs and maintaining the Unit's condition.

CONCLUSION

- [77] The Landlord Application is allowed in part. The Landlord has established claims for cleaning (\$780.00) and one day's rent (\$34.32), in the total amount of \$814.32. The other claims in the Landlord Application are denied.
- [78] The Tenant Application is denied, except for a return of the security deposit balance.
- [79] The security deposit, including interest, totals \$1,035.64. The Landlord will keep \$814.32 of the security deposit funds and return the \$221.32 balance by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep part of the Tenants' security deposit, in the amount of \$814.32.
2. The Landlord will return the security deposit balance to the Tenants, in the amount of \$221.32, by August 18, 2025.

DATED at Charlottetown, Prince Edward Island, this 21st day of July, 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.