

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 Landlord seeks to keep the Tenant's security deposit, plus interest, totalling \$681.85, for cleaning and repairs.

DISPOSITION

- [3] I find that the Landlord will keep the Tenant's security deposit, plus interest totalling \$681.85.

BACKGROUND

- [4] The Unit is a room and shared common spaces in a house (the "Residential Property") that the Landlord owns.
- [5] Around October 1, 2023, the parties entered into an oral, one-year fixed-term tenancy agreement for the Unit. The tenancy agreement then continued on a month-to-month basis. Rent of \$670.00 was due on the first day of the month, and a security deposit of \$650.00 was paid at the beginning of the tenancy.
- [6] On May 30, the tenancy ended by mutual agreement, and the Tenant moved out of the Unit.
- [7] On June 11, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenant's security deposit (the "Application").
- [8] On September 3, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for October 14, 2025.
- [9] On October 6, 2025, the Rental Office sent the parties an 11-page evidence package.
- [10] On October 14, 2025, the Landlord's representative (the "Representative"), the Landlord's witness ("J.J.") and the Tenant participated in a teleconference hearing. The parties confirmed that all the evidence submitted to the Rental Office was included in the evidence package. After the hearing, the parties submitted additional evidence.

ISSUE

- A. Can the Landlord keep the Tenant's security deposit for cleaning and repairs?

EVIDENCE**Landlord's evidence and submissions**

- [11] The Representative stated he is only seeking to keep the security deposit for cleaning and repairs, but the expenses incurred exceeded the amount of the security deposit. He stated that the move-out inspection report details the poor condition of the Unit when the Tenant moved out. Move-out photographs of the Unit and invoices for cleaning and repairs were submitted after the hearing.
- [12] The Representative stated that a former property management company completed the move-out inspection report, but that he also viewed the move-out condition of the Unit. He stated the Unit was clean and in good condition when the Tenant moved in, but there is no move-in inspection report. He stated that the Tenant was not present during the move-out inspection.

- [13] The Representative stated that the Unit smelled like urine, and the Tenant did not clean the Unit properly when he moved out. There were cockroaches and bed bugs in the Unit, and the furniture had to be discarded. The trim around the Unit's door was broken, which had to be repaired. The Unit's lock had to be changed because the Tenant did not leave any keys.
- [14] J.J. stated that he completed the repairs at the Unit after the Tenant moved out. He stated that there were light strips left on the walls, which damaged the walls when they were removed. The walls had to be seam-filled, primed, and painted in the areas where the damage occurred. A piece of the door was broken, which required repair. The Tenant left a couch in the parking lot, which had to be discarded.
- [15] J.J. stated that he cannot recall the cost of repairs for the Unit alone, but estimated it to be between \$800.00 and \$1,000.00. He stated that he completed repairs to several rooms in the Residential Property and invoiced the Landlord for the entire job.

Tenant's evidence and submissions

- [16] The Tenant stated that no one contacted him for a move-out inspection. He cleaned the Unit before moving out and removed his bed and all garbage. He stated that the Unit was infested with bed bugs, and he had to discard some of his own property when moving out.
- [17] The Tenant stated that the Unit's door was not broken. There was a broken window in the Unit that the Landlord did not repair. The Unit was not painted before he moved in. The only furniture in the Unit was a table and a wardrobe. He stated he lost his keys, so he could not return them to the Landlord.
- [18] The Tenant stated the Unit's light bulb and doorknob were in good condition before he moved out. He stated he did not damage the kitchen tap, and it was not damaged before he moved out.
- [19] The Tenant stated that the Landlord's invoices were for repairs for the entire Residential Property, which included other tenants as well. He stated that other individuals were living in rooms in the Residential Property before he moved in.

ANALYSIS

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

When a tenant vacates a rental unit, the tenant shall leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear.

- [21] The Representative and J.J. testified that the Unit required cleaning and repairs after the Tenant moved out. A move-out inspection report, photographs, and two invoices were submitted as evidence.
- [22] Regarding the two invoices submitted, I find that only the invoice dated May 31, 2025 (the "Invoice") is relevant to this matter. The July 17, 2025, invoice details work completed in common areas and other rooms in the Residential Property. As the Landlord is only claiming for cleaning and repairs to the Unit and not to common areas or other rooms, I find that the July 17, 2025, invoice does not contain sufficient evidence to support the Landlord's claims.
- [23] I note that the Invoice does not detail precisely what was completed in the Unit and instead lists cleaning and repairs that were completed throughout the entire Residential Property. However, there are details in the Invoice which support the Representative's and J.J.'s testimony. The Invoice details cleaning and repairs completed, such as disposing of items at the dump, fixing locks and doors, seam filling, sanding, priming, and painting.

- [24] The Invoice total is \$9,947.00, and J.J. testified that the total cleaning and repairs for the Unit were estimated to be between \$800.00 and \$1,000.00, which exceeds the amount of the security deposit. I find that the Invoice supports J.J.'s testimony, as his estimate for the Unit's repair costs is significantly less than the total Invoice amount, which includes cleaning and repairs to the entire Residential Property.
- [25] I also find that the Landlord's photographs and inspection report support the Representative's and J.J.'s testimony regarding the condition of the Unit after the Tenant moved out. Despite the absence of a move-in inspection report, the Tenant only identified a broken window as pre-existing damage in the Unit, and the Landlord is not claiming this expense.
- [26] I find that the Landlord has provided sufficient evidence, including photographs, an Invoice, an inspection report, and witness testimony, to establish that the Tenant failed to leave the Unit reasonably clean and undamaged when he moved out of the Unit. Furthermore, the Landlord's expenses exceed the security deposit. The Application is allowed.

Inspection Reports

- [27] The Landlord did not complete a move-in inspection report, which is mandatory under section 18 of the Act. There is also insufficient evidence that the Landlord offered the Tenant at least two reasonable opportunities to inspect the Unit together when he moved out, under section 38 of the Act.

Tenancy Agreement – Proper Form

- [28] The Landlord did not prepare a tenancy agreement for the Tenant. Subsections 11(1) and (2) of the Act require the tenancy agreement to be in writing and have the formal requirements listed in subsection 11(2) of the Act. The Rental Office's *Form 1 – Standard Form of Tenancy Agreement* is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, plus interest, totalling \$681.85.

DATED at Charlottetown, Prince Edward Island, this 22nd day of October, 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.