



Date Issued: January 2, 2025
Dockets: LR24064
Type: Rental Appeal

INDEXED AS: John Corbin and Katie Moore Corbin v. Vikram Sandhu and Dilpreet Singh
Order No: LR25-02

BETWEEN:

John Corbin and Katie Moore Corbin (the "Landlords")

Appellants

AND:

Vikram Sandhu and Dilpreet Singh (the "Tenants")

Respondents

ORDER

Panel Members:

M. Douglas Clow, Acting Chair
Murray MacPherson, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk
Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on December 4, 2024, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlords shall return \$729.50 to the Tenants by September 26, 2024.

B. BACKGROUND

2. This appeal concerns a rental unit located at 301 – 67 Ducks Landing, Stratford, PEI (the “Rental Unit”). The Tenants entered into a written, fixed-term tenancy on November 22, 2022 for the period of December 1, 2022, to November 30, 2023. The tenancy continued as a month-to-month agreement. Rent was \$1,450.00 due on the first day of each month. The Tenants paid a security deposit of \$1,350 on November 21, 2022.
3. On April 15, 2024, the Landlords filed a *Landlord Application to Determine Dispute (Form 2(B))* with the Residential Tenancy Office (the “Rental Office”) seeking to retain the security deposit. A copy was served to a Tenant (“T1”) on April 12, 2024.
4. On August 1, 2024, a teleconference hearing was held before the Residential Tenancy Officer (the “Officer”). The Landlords, a Tenant (T1), and two Tenant witnesses participated in the hearing.
5. Order LD24-286, was issued by the Residential Tenancy Office on September 6, 2024, which ordered that the Landlords shall return \$729.50 to the Tenants by September 26, 2024.
6. The Landlords appealed Order LD24-286 on September 10, 2024.
7. The Commission heard the appeal on December 4, 2024, by way of telephone conference. The Landlords, John Corbin and Katie Moore Corbin, attended the hearing and the Tenant, Vikram Sandhu, attending the hearing.

C. DISPOSITION

8. The appeal is dismissed and Order LD24-286 is confirmed.

D. ISSUE

9. Should the Landlords be able to retain the entire security deposit for necessary cleaning of the Rental Unit?

E. SUMMARY OF EVIDENCE

10. The Landlords submitted that the Rental Unit was to be cleaned by the Tenants before they surrendered possession after a tenancy which lasted about one and a half years. The Landlords stated that they had inspected the Rental Unit a week before and advised the Tenants what needed to be cleaned. On April 1, 2024 both Landlords plus a third

person began cleaning the Rental Unit. The Landlords stated that it took three people five days, working around jobs and family responsibilities, to clean the Rental Unit. The Landlords submitted that prior to the Tenants moving in the Landlords had offered to do a professional cleaning but the Tenants declined this. The Landlords submitted that there was mold on the ceiling and holes in the walls and that “nobody would have moved in” to the Rental Unit in that condition. The Landlords submitted that they seek to retain the entire \$1,350.00 security deposit purely for the cleaning of the Rental Unit. The Landlords submit that it took three people a total of 75 hours to clean the Rental Unit, and by retaining the \$1,350.00 security deposit this allows for a wage of only \$18 per hour. The Landlords stated that all photographs were taken on April 1, 2024.

11. The Tenant Mr. Sandhu acknowledged that the rental Unit was left less clean when he moved out than when he moved in. He testified that the previous tenant was a friend. He testified that the Landlords had offered to do cleaning and painting before he moved in but he declined this as he had to move in right away. Mr. Sandhu stated that he moved out on March 24, 2024 and one of the other tenants stayed there until April 1. He stated that the Landlords told him it would cost about \$250.00 for the cleaners and the Landlords took the keys at 12 noon or 1 pm on April 1 and handed the keys over to the new tenant on April 5. He stated that he cannot believe that it would take 75 hours to clean the Rental Unit.

F. ANALYSIS

12. The Commission wishes to remind landlords that in order to fully support claims for damage and or necessary cleaning it is essential to have pictures for both the beginning and the end of the tenancy. Pictures at the beginning of the tenancy are necessary to establish a reference point with respect to condition and cleanliness. In this case the Landlords only provided pictures at the end of the tenancy. They claim it took 75 hours to clean the Rental Unit but have not provided pictures to establish the condition after they finished cleaning.
13. Both parties acknowledge that the Landlords offered to have the Rental Unit cleaned and repainted before the tenancy began. This establishes to the Commission that the Rental Unit was not fully clean at the beginning of the tenancy. The Tenant Mr. Sandhu does acknowledge that the Rental Unit was left less clean at the end of the tenancy than the beginning of the tenancy.
14. Given the lack of pictures of the Rental Unit at the beginning of the tenancy and the lack of post cleaning pictures to justify spending 75 person hours cleaning an apartment, the Commission agrees with the findings of the Officer in Order LD24-286 that the Landlords may retain one half of the \$1,350.00 security deposit, that is to say \$675.00. The remainder of the security deposit, together with interest on the full security deposit, shall be returned to the Tenants.

G. CONCLUSION

15. The appeal is dismissed. Order LD24-286 is confirmed, subject to an updating of the interest on the security deposit.

IT IS ORDERED THAT

1. The appeal is dismissed.
2. Order LD24-286 is confirmed, subject to a revision in the calculation of interest.
3. The Landlords shall retain \$675.00 from the security deposit.
4. The Landlords shall return to the Tenants the sum of \$739.13 by January 31, 2025 as calculated below:
 - \$675.00 representing one half of the \$1,350.00 security deposit
 - \$54.50 representing interest on the entire security deposit from November 21, 2022 to September 6, 2024
 - \$9.63 representing interest on the entire security deposit from September 7, 2024 to the issue date of this present Order.

DATED at Charlottetown, Prince Edward Island, 2nd day of January, 2025.

BY THE COMMISSION:

(sgd. M. Douglas Clow)

M. Douglas Clow, Acting Chair

(sgd. Murray MacPherson)

Murray MacPherson, Commissioner

NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.