

**INTRODUCTION**

- [1] The Tenant seeks a monetary order against the Landlord for reimbursement for electricity costs and a return of twelve days rent in the total amount of \$1,088.02.

**DISPOSITION**

- [2] I find that the Tenant is not entitled to reimbursement for electricity costs.
- [3] I find that the Tenant is entitled to a return of rent.

**BACKGROUND**

- [4] On September 27, 2014 the parties entered into a written fixed-term tenancy agreement which continued as a month-to-month agreement. Rent in the amount of \$843.48 is due on the first day of the month. A \$400.00 security deposit was paid in September of 2014.
- [5] On August 20, 2024 the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application sought a return of electricity costs incurred by the Tenant. The Tenant emailed the Application to the Landlord.
- [6] On September 5, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for September 26, 2024.
- [7] On September 19, 2024 the Tenant amended the Application to include a return of rent claim. The amended copy of the Application was emailed to the Landlord.
- [8] On September 24, 2024 the Rental Office emailed the parties an evidence package (the "Evidence Package").
- [9] On September 26, 2024 the Tenant and the Landlord participated in the teleconference hearing for determination of the Application. The parties confirmed receipt of the Evidence Package. The parties provided additional evidence and submissions after the hearing.

**ISSUES**

- A. Is the Tenant entitled to reimbursement for electricity costs?
- B. Is the Tenant entitled to a return of rent?

**ANALYSIS****A. Is the Tenant entitled to reimbursement for electricity costs?**

- [10] For the reasons below, I find that the evidence does not support the Tenant's reimbursement for electricity costs.
- [11] The Tenant is seeking reimbursement for increased electricity costs in the total amount of \$761.52. The terms of the tenancy agreement are that heat is included, and electricity is the Tenant's responsibility.
- [12] In March 2020 the Landlord had a heat pump installed in the Unit.

- [13] The Tenant stated that prior to the installation of the heat pump, furnace oil was the primary source of heat for the Unit. The Landlord requested electricity bills prior to and after the installation to determine a rent adjustment. However, after an oral conversation with the Landlord, it was decided that they would wait until the winter months before reviewing the electricity bills.
- [14] The Landlord never adjusted the rent. The Tenant stated that in January of 2023, the Landlord shut off the oil heat, making the heat pump the exclusive source for heat in the Unit. As a result, the electricity costs were higher than previous years. The Tenant submitted her calculations showing the average monthly, and the annual electricity costs since 2018.
- [15] The Tenant stated that the Landlord contravened the tenancy agreement, which resulted in the Tenant paying higher electricity costs.
- [16] The Landlord stated that the furnace was only turned off during the summer months, which was common practice throughout the tenancy. The heat pump allowed for less oil fill ups, and the Landlord provided the Kenmac Energy Account Statements into evidence.
- [17] The Landlord disputed the Tenant's calculations. The Landlords stated that the Tenant's calculations were based on monetary values, which were incomplete. The Landlord stated that the kilowatts per hour (kw/h) prices increased. The Landlord included her own calculations into evidence. The Landlord stated that after she received the Tenant's electricity bills she did not adjust the rent because the increase in the Tenant's electricity bill was minimal.
- [18] I have reviewed the documentary evidence, the additional evidence submitted by the parties, and considered the testimony provided by the parties. For the Tenant to be entitled to reimbursement, the Tenant must establish that the Tenant incurred an expense or loss due to the Landlord's contravention of the tenancy agreement or the legislation.
- [19] In this case, the alleged contravention started in 2020 when the *Rental of Residential Property Act* (or the "Former Act") was law. On April 8, 2023 the *Residential Tenancy Act* (or the "Act") became law on Prince Edward Island. Subsection 6(2) of the Former Act and section 21 of the Act outline the rules for changing, terminating or restricting services in a tenancy agreement.
- [20] I find that the evidence does not support a finding that the Landlord contravened the Former Act, the Act or the tenancy agreement. There is insufficient evidence to establish that the Landlord restricted or ceased to provide furnace oil to the Unit, outside the expected summer months. Further, the Tenant was not required to use the heat pump after it was installed. The heat pump provided an additional service compared to the original tenancy agreement (e.g., air conditioning)
- [21] The Tenant's evidence does not establish that the heat pump was the sole, or the main reason for the increase in the Tenant's electricity costs. The testimony provided by the parties suggests that additional people lived in the Unit (the Tenant's daughter), for a period during the tenancy, the Tenant used space heaters, and the electricity rates increased. After considering these alternate factors, I find it equally likely that these factors caused the Tenant's increased electricity costs. Therefore, the claim is denied.

**B. Is the Tenant entitled to a return of rent?**

- [22] For the reasons below, I find that the evidence supports that the Tenant is entitled to a return of rent for 12-days in December 2022, in the total amount of \$326.50.
- [23] The Tenant stated that Hurricane Fiona caused significant damage to the Unit's roof. The Tenant was unable to live in the Unit from September 24, 2022 to December 12, 2022. The parties agreed that the Tenant would not be charged rent until the Unit was repaired and the Tenant could return to living in the Unit.

- [24] On December 8, 2022 the Landlord requested the Tenant pay December rent in full. The Tenant stated that she was not permitted to move into the Unit until December's rent was paid.
- [25] On December 12, 2022 the Tenant paid December's rent in full. The Tenant stated that she moved back into the Unit on the evening of December 12, 2022.
- [26] The Landlord stated that the Tenant had access to the Unit the entire time and that the Tenant's cats and some furniture remained in the Unit.
- [27] The Landlord stated that there was an agreement that the Tenant would not pay rent while the repairs were being completed. The Tenant was not charged rent for October and November 2022. The Landlord stated that she requested that the Tenant pay December's rent in full because the Tenant had full access to the Unit.
- [28] The Landlord admitted that the earliest possible date the Tenant could have returned to the Unit full-time was December 12, 2022 after 3:30 p.m.
- [29] The evidence of both parties establishes that the Tenant would not be responsible for rent while the repairs occurred at the Unit. It is also undisputed that the Tenant was not able to return full-time to the Unit until the afternoon of December 12, 2022.
- [30] I have considered the Landlord's reasons for charging the Tenant December's rent in full, and I do not agree with the Landlord's reasons. The evidence establishes that the Unit was unlivable from September 24, 2022 to December 12, 2022. I find that the claim is allowed.
- [31] The Application is allowed in part, and the Landlord must return the rent to the Tenant for December 1 to 12, 2022 in the total amount of \$326.50 by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord must pay the Tenant \$326.50 by October 27, 2024.

**DATED** at Charlottetown, Prince Edward Island, this 7th day of October, 2024.

\_\_\_\_\_  
(sgd.) Cody Burke

Cody Burke  
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.