

**INTRODUCTION**

- [1] The Landlord seeks a monetary Order against the Tenant for \$1,070.39 for unpaid electricity, and \$300 for repairs for a damaged window.
- [2] The Tenant is seeking repairs to the Unit.

**DISPOSITION**

- [3] I find that the Tenant must pay the Landlord \$1,070.39 for unpaid electricity.
- [4] I find that there is insufficient evidence to establish that the Unit requires repairs.

**BACKGROUND**

- [5] The Unit is an apartment situated in a six-unit building (the "Residential Property").
- [6] In March of 2022 the parties entered into a written, month-to-month rental agreement. On March 9, 2022 the Tenant paid a \$1,000.00 security deposit. On February 9, 2024 the parties signed a *Form 1 – Standard Form of Rental Agreement*, fixed-term agreement for the period of February 9, 2024 to June 30, 2024. Rent is \$1,025.00 due on the first day of the month. The tenancy agreement does not include electricity as a service.
- [7] On June 20, 2024 the Landlord's representative filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Landlord's Application") with the Residential Tenancy Office (the "Rental Office"). The Landlord's Application sought a monetary Order for unpaid electricity and repairs. The Landlord's representative emailed the Landlord's Application to the Tenant.
- [8] On July 30, 2024 the Landlord's representative emailed a *Form 4 (A) Eviction Notice* (the "Notice") dated July 30, 2024, and effective August 25, 2024 to the Tenant. The Notice was an older version of the standard form, which does not have a particulars of termination section. The Notice was also not signed by the Landlord's representative.
- [9] The Notice seeks termination of the tenancy agreement for the following reasons:
1. *You have not paid your rent in the amount of \$1,070.39;*
  2. *You or someone you have allowed on the property have disturbed or endangered others;*  
*and*
  3. *You have not repaired damage to the rental unit.*
- [10] On August 8, 2024 the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the "Tenant's Application") with the Rental Office to request repairs to the Unit. The Tenant's Application also disputed the Notice, which is the subject of Order LD24-339. The Tenant emailed the Tenant's Application to the Landlord's representative. The Landlord's Application and the Tenant's Application are collectively referred to as "the Applications".
- [11] On September 4, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for October 3, 2024, along with a copy of the Applications.
- [12] On September 25, 2024 the Rental Office emailed the parties an evidence package.
- [13] On October 3, 2024 the Tenant, a witness for the Tenant, two representatives of the Landlord, and two witnesses for the Landlord participated in the hearing. The parties confirmed they received, and reviewed the evidence package. The Landlord's representative submitted additional documentary evidence after the hearing.

**ISSUES**

- A. Must the Tenant compensate the Landlord for unpaid electricity and damage to the Unit?
- B. Must the Landlord repair the Unit?

**ANALYSIS****A. Must the Tenant compensate the Landlord for unpaid electricity and damage to the Unit?**

- [14] For the reasons below, I find that the Tenant must pay the Landlord \$1,070.39 for unpaid electricity.
- [15] The Landlord's representative stated that the electricity is the responsibility of the Tenant. However, the Tenant was arrested, and the Tenant's roommate left the Unit. As the Unit was unoccupied the Landlord's representative put the electricity account in the Landlord's name.
- [16] The Tenant was released from custody and returned to the Unit. However, due to an oversight, the Landlord continued to pay the electricity for the Unit from September 8, 2023 to April 4, 2024. The Landlord's representative stated that the Tenant was asked to compensate the Landlord for this period that the Landlord paid for the Tenant's electricity.
- [17] The Tenant did not dispute that electricity was his responsibility. The Tenant stated that he was in custody for twenty days, and was released on September 6, 2023. The Tenant stated that he did not owe the Landlord money for electricity because of the poor condition of the Unit.
- [18] The Tenant's witness stated that the electricity was in the Tenant's roommate's name. The Tenant would pay the roommate his share of the electricity. However, after the Tenant's arrest, and the Tenant's roommate left the Unit, the Tenant was unaware that the Landlord changed the electricity into its name.
- [19] I find that the evidence establishes that the Tenant owes the Landlord \$1,070.39 in unpaid electricity. Electricity was the Tenant's responsibility pursuant to the tenancy agreement. This claim is allowed.
- [20] The Landlord is seeking \$300.00 for repairs to a glass window in the Unit.
- [21] The Landlord's representative stated that the Tenant broke a window in the Unit. The Landlord's witness stated that he informed the Landlord's representative of the broken glass, however, did not witness the Tenant breaking the glass. The Landlord's witness stated that the glass was broken from the inside and that is why he believes the Tenant is responsible.
- [22] The Tenant denied breaking the glass. The Tenant stated that someone tried to break into the Unit.
- [23] I have reviewed the evidence, and I find that there is no direct evidence to establish that the Tenant and/or a person permitted into the Unit by the Tenant broke the glass. Therefore, this claim is denied.
- B. Must the Landlord repair the Unit?**
- [24] The Tenant is seeking repairs to the Unit, which include:
1. Front door window and frame;
  2. Leak from the roof;
  3. Mold/Mildew/Asbestos remediation;
  4. Repairs to the bathroom; and
  5. Rodent/cockroach remediation.

- [25] The Tenant stated that the Landlord's representative has ignored his request for repairs. The Tenant stated that the Landlord's representative has blamed him for the damage. The Tenant denied causing the damage to the Unit, and has denied delaying the repairs. The Tenant stated that on one occasion he did not allow the Landlord's maintenance person into the Unit, because of improper notice. The Tenant stated that he contacted Environmental Health.
- [26] The Landlord's representative stated that there are repairs required in the Unit. However, the Tenant has caused delays in the repairs. The Landlord's representative stated that there is no evidence of asbestos in the Unit.
- [27] The Landlord's witness stated that he is the maintenance person for the Residential Property. The Landlord's witness stated that on numerous occasions the Tenant has denied access to the Unit. The Landlord's witness stated that he has witnessed damage in the Unit, and has always provided the Tenant proper notice, even 72-hours' notice at times.
- [28] I have reviewed the evidence, and I find that there is insufficient evidence to determine the necessity of the listed repairs. I find that without an Environmental Health Report, or a professional opinion of the condition of the Unit, I am unable to determine the condition of the Unit. Therefore, this part of the Tenant's Application is denied.
- [29] The parties may want to contact Environmental Health for an inspection of the Unit.

### Tenancy Agreement Form

- [30] I note that the Landlord used a *Form 1 – Standard Form of Rental Agreement* dated February 9, 2024. This is the old rental agreement form, which was prescribed under the *Rental of Residential Property Act*.
- [31] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information. Subsections 11(1) and (2) of the Act state:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
  - (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
    - (a) *the provisions set out in Division 4;*
    - (b) *the correct legal names of the landlord and tenant;*
    - (c) *the address of the rental unit;*
    - (d) *the date the tenancy agreement is entered into;*
    - (e) *the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
    - (f) *the services and facilities included in the rent;*
    - (g) *the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
    - (h) *the name and contact information of any person the tenant is to contact for emergency repairs; and*
    - (i) *the agreed terms in respect of*
      - (i) *the date on which the tenancy starts,*
      - (ii) *if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
      - (iii) *if the tenancy is a fixed-term tenancy, the date on which the term ends,*

- (iv) *the amount of rent payable for a specified period,*
- (v) *the day on which the rent is due and the frequency of payment, and*
- (vi) *the amount of any security deposit and the date the security deposit was or is required to be paid.*

[32] The Landlord must comply with these requirements in the Act and prepare written tenancy agreements using the standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*), which is available on the Rental Office's website.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant must pay the Landlord \$1,070.39 by October 31, 2024.

**DATED** at Charlottetown, Prince Edward Island, this 11th 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.