

## INTRODUCTION

[1] The Tenant seeks a return of rent totalling \$16,926.00 due to an authorized rent increase.

## DISPOSITION

[2] I find that the Tenant has established her claim.

[3] The authorized rent for the Unit is \$948.00 per month until the rent is properly increased under the *Residential Tenancy Act* (the "Act").

## BACKGROUND

[4] The Unit is the upper portion of a three-bedroom house owned by the Landlord.

[5] On November 1, 2023, the parties entered into a written, month-to-month tenancy agreement for the Unit. Rent of \$2,250.00 was due on the first day of the month. The Tenant paid a \$500.00 security deposit at the beginning of the tenancy.

[6] On October 11, 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 seeks a return of rent due to an unauthorized rent increase.

[7] On October 31, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for November 21, 2024. The Landlord requested a postponement, and on November 13, 2024, the Rental Office emailed the parties notice of a rescheduled teleconference hearing scheduled for December 12, 2024.

[8] The Tenant moved out of the Unit on December 2, 2024.

[9] On December 10, 2024, the Rental Office emailed the parties an evidence package.

[10] On December 12, 2024, the Tenant and the Landlord participated in a teleconference hearing to determine the Application.

[11] The parties confirmed receipt of the evidence package. The Landlord stated that he submitted evidence that was not in the evidence package. The Tenant acknowledged receiving a copy of the Landlord's missing evidence from the Landlord. The Landlord's missing evidence was added to the record.

## ISSUE

A. Must the Landlord return rent to the Tenant?

## ANALYSIS

[12] The Tenant stated she is seeking a return of rent totalling \$16,926.00 due to an unlawful rent increase from November 2023 to November 2024. The Tenant stated the previous tenant paid \$948.00 per month, and the Tenant paid \$2,250.00. The Tenant stated the increase amounted to \$1,302.00 monthly for 13 months.

[13] The Tenant stated that social assistance pays her rent directly to the Landlord through an income support program. She was allotted \$1,900.00 monthly for rent but had to take another \$350.00 from her food subsidy allotment to cover the entire rent payment. The Tenant stated that if rent is returned, she should be entitled to at least \$4,550.00 (\$350.00 x 13 months), and the rest of the rent could be returned to income support.

- [14] The Landlord acknowledged that the previous tenant had paid \$948.00 and that the Tenant had paid \$2,250.00 monthly. The Landlord stated that the rent included all utilities and that he had completed some renovations. The Landlord stated he could not cover his expenses with the rent at \$948.00 and has not made any profit since 2017.
- [15] The Landlord stated he has not re-rented the Unit and may have to sell it if he is required to return the rent to the Tenant. In an email to the Tenant, the Landlord stated, "*i don't have 15k to give back. this money would go back to social services in any case.*"
- [16] Subsections 47(1) and (2) of Part 3 of the Act state:
- A landlord shall not increase rent except in accordance with this Part.*
- The obligations of a landlord under this Part run with the rental unit and not the tenant.*
- [17] The parties agreed that the previous tenant paid \$948.00 for rent, and the Tenant paid \$2,250.00. There is no evidence that the Landlord received authorization from the Rental Office to increase the rent from \$948.00 to \$2,250.00. I find that the Tenant has provided sufficient evidence to establish that she paid an unlawful rent increase for 13 months, totaling \$16,926.00.
- [18] I find that the Landlord must pay the Tenant \$16,926.00 according to the timeline below, as the Director has no jurisdiction to order that the money be paid to a third party, such as the Department of Social Development and Seniors.
- [19] I further find that the authorized rent for the Unit is \$948.00 per month until the rent is properly increased under the Act.

**IT IS THEREFORE ORDERED THAT**

1. The Application is allowed.
2. The Landlord will pay the Tenant \$16,926.00 by February 28, 2025.
3. The authorized rent for the Unit is \$948.00 per month until the rent is properly increased under the Act.

**DATED** at Charlottetown, Prince Edward Island, this 9th day of January, 2025.

(sgd.) Mitch King

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**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.