

INTRODUCTION

- [1] This decision determines three applications filed under the *Residential Tenancy Act* (“*Act*”) with the Residential Tenancy Office (“Rental Office”).
- [2] The Landlord applied for rent owing against the Tenant in the amount of \$3,000.00.
- [3] The Tenant applied for compensation for internet expenses in the amount of \$1,599.12. The Tenant also requests the Landlord repair and maintain the Unit.
- [4] The Tenant is also disputing an eviction notice served by the Landlord for non-payment of rent.

DISPOSITION

- [5] The Landlord’s claim for rent owing is denied.
- [6] The Tenant has established a compensation claim for \$1,599.12. The Landlord must offset this amount from the Tenant’s future rent.
- [7] Internet is now an excluded service from the tenancy agreement and monthly rent is reduced to \$1,108.00.
- [8] The Tenant may continue paying the electricity bill and payments will be offset against rent.
- [9] The Landlord must repair and maintain the Unit as required under the *Act*.
- [10] The Notice is invalid and the tenancy will continue in full force and effect.

BACKGROUND

- [11] The Unit is a three-bedroom and one-bathroom apartment located in a three-unit building, which accompanies another three-unit building on the property (“Residential Property”).
- [12] On December 13, 2020 the parties signed a written, fixed-term tenancy agreement on a *Form 1 – Standard Form of Tenancy Agreement* for the period of December 15, 2020 to January 1, 2022. After the fixed-term expired, the tenancy continued on a monthly basis. Rent is \$1,200.00 due on the first day of the month. The services and facilities include: heat, water, hot water, electricity, appliances, janitorial services for common area, parking, snow removal and lawn care. Internet Wi-Fi is not mentioned in the tenancy agreement. The Tenant paid a \$300.00 security deposit at the beginning of the tenancy.
- [13] On March 25, 2025 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office. The Landlord amended the Landlord Application many times with the final amendment being on April 4, 2025. The Tenant confirmed she received the Landlord Application on March 26, 2025 and the last amended copy on April 9, 2025.
- [14] On April 1, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* dated February 7, 2025 and with an effective date of May 7, 2025 (“Notice”) for non-payment of rent in the amount of \$1,700.00.
- [15] On April 2, 2025 the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (“First Tenant Application”) with the Rental Office seeking compensation and repairs.
- [16] On April 4, 2025 the Tenant filed a second *Form 2 (A) Tenant Application to Determine Dispute* (“Second Tenant Application”) with the Rental Office disputing the Notice.

- [17] Collectively, the Landlord Application, the First Tenant Application and the Second Tenant Application are called the "Applications."
- [18] On April 16, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 6, 2025, along with copies of the Applications.
- [19] On May 1, 2025 the Rental Office emailed the parties a 47-page evidence package.
- [20] On May 6, 2025 the Landlord and the Tenant joined the teleconference hearing for determination of the Applications. The Landlord stated that he did not receive a copy of the evidence package. I emailed the Landlord the evidence package at the beginning of the hearing. The Landlord confirmed that he received the evidence package and both parties confirmed all documents submitted to the Rental Office were included.
- [21] During the Tenant's closing submissions, the Landlord disconnected from the teleconference hearing. I telephoned the Landlord twice without any response. The Tenant concluded her submissions and the hearing ended. I emailed the Landlord a summary of the Tenant's concluding submissions which the Landlord missed. The Landlord responded that his phone had lost power. The Landlord was allowed to provide a written submission to respond to the Tenant's comments. The Landlord and the Tenant's post-hearing submissions are part of the record.

ISSUES

- A. Has the Landlord established a claim for rent owing against the Tenant? Has the Tenant established a claim for compensation and repairs against the Landlord?
- B. Must the Tenant and all occupants vacate the Unit due to the Notice?

ANALYSIS & FINDINGS

- A. **Has the Landlord established a claim for rent owing against the Tenant? Has the Tenant established a claim for compensation and repairs against the Landlord?**
- [22] The Landlord Application states that the Landlord is seeking rent owing, in the amount of \$2,900.00. However, based upon the Landlord's evidence, there was a calculation error on the Landlord Application. The actual amount the Landlord is seeking is \$3,000.00.
- [23] The First Tenant Application seeks compensation for internet expenses, which should be included in the monthly rent. The Tenant also requests the Landlord repair and maintain the Unit.

Landlord's Evidence

- [24] The Landlord stated that the Tenant does not pay rent in full each month. The Landlord stated that he received a \$600.00 payment on April 1, 2025 from the Tenant. The Landlord stated that the outstanding rent is calculated as followed:

February 2025 rent:	\$1,200.00
March 2025 rent:	\$1,200.00
April 2025 rent:	<u>\$600.00</u>
Total:	\$3,000.00

- [25] The Landlord stated that the Tenant has also not paid May 2025 rent.
- [26] In response to the Tenant's evidence (below) the Landlord stated that electricity is included in the rent and is his responsibility. The Landlord stated that the Tenant was provided access to his Maritime Electric account to pay a bill one time.

- [27] The Landlord stated that internet is not an included service in the tenancy agreement. The Landlord stated that when the former tenant moved out of the Unit, he put the internet in his own name and it was a favour to the Tenant that she did not pay internet from December 2020 to September 2023.

Tenant's Evidence

- [28] The Tenant stated that in September 2023 the Residential Property's electricity got shut off because the Landlord did not pay the electricity bill. The Tenant stated that the Landlord gave her access to his Maritime Electric account and asked that she pay the electricity bill. The Tenant stated that she paid \$1,826.80 on the Landlord's electricity bill. The Tenant stated that this payment did offset rent at the time. The Tenant stated that after the electricity was shut off against in May 2024, she made another \$1,700.00 payment to Maritime Electric.
- [29] The Tenant stated that electricity is an included service in the tenancy agreement, yet the Landlord regularly does not pay the bill. The Tenant stated that she has taken the responsibility of paying the electricity bill for the Landlord each month to avoid service interruption. The Tenant stated that the Landlord cannot be relied upon to pay the electricity bill. The Tenant stated that she is a single-mother and cannot have the electricity interrupted because it would negatively impact her child and groceries.
- [30] The Tenant stated that she pays the Landlord rent each month. However, she offsets the rent balance with whatever the electricity bill is each month. The Tenant stated that she pays the electricity bill, text messages the Landlord the receipt and then e-Transfers the remaining balance of rent.
- [31] The Tenant stated the following regarding payments made in 2025:

Month	Amount Owed	Rent Payment	Other Payment
January 2025	\$1,200.00	\$1,200.00	\$0.00
February 2025	\$1,200.00	\$0.00	Electricity: \$1,200.00
March 2025	\$1,200.00	0.00	Electricity: \$750.00 Snow plow: \$450.00
April 2025	\$1,200.00	\$600.00	Electricity: \$600.00
May 2025	\$1,200.00	\$0.00	\$0.00

- [32] The Tenant stated that she is paying for services included in the tenancy agreement. The Tenant stated that snow removal is an included service, however, the Landlord will not plow the Residential Property's driveway. The Tenant stated that she purchased a snow plow for \$450.00 and offset it with March 2025's rent.
- [33] The Tenant stated that she has not paid May 2025's rent because she was waiting for the outcome of the hearing. The Tenant stated that she has \$1,200.00 ready to pay May 2025's rent. However, the current outstanding electricity bill is approximately \$2,000.00 and if the Landlord does not make a payment the electricity will be shut off again.
- [34] The Tenant stated that from December 2020 to September 2023 internet was included in the rent. The internet was in the Landlord's name and provided to all of the tenants in the Residential Property. The Tenant stated that when the power was shut off, the Tenant put the internet in her own name. Since October 2023 the Tenant has paid the internet because the Landlord is unreliable to pay his bills. The Tenant stated that the Landlord has included internet for new tenants in the Residential Property and the new tenants have requested the internet password from the Tenant.
- [35] The Tenant stated that she is seeking \$1,599.12 for compensation for the internet expenses. The Tenant stated that the bills she has submitted into evidence will total more than the amount requested. That is because in the early months' cable was included and the Tenant has not included those charges in the First Tenant Application.

- [36] The Tenant stated that the Landlord does not repair and maintain the Residential Property. The Unit has had a leak in the bathroom and a mould problem since 2023. The Tenant stated that the Landlord has requested an unlawful rent increase, has entered the Unit unlawfully, and removed services and facilities under the tenancy agreement.

Determination

- [37] The evidence establishes that the Landlord has not complied with numerous requirements and duties under the *Act*. The Tenant does not owe rent to the Landlord for the period of February to April 2025.

Rent Owning, Electricity & Snow Removal

- [38] The parties have a signed, written tenancy agreement, which states the included services and facilities. The agreement is consistent with the parties' evidence that electricity and snow removal are included services.
- [39] Beginning in September 2023, the Landlord was unable to pay the Residential Property's electricity bill. This resulted in the electricity being shut off for the entire Residential Property. The evidence establishes that the Landlord requested that the Tenant pay the electricity bill and gave the Tenant permission and access to his Maritime Electric account for the Residential Property.
- [40] The Tenant paid \$1,826.80 to Maritime Electric and this was later offset against rent.
- [41] I accept the Tenant's evidence that the Landlord was unreliable in paying his electricity bill for the Residential Property. The Tenant, without objection from the Landlord until the Landlord Application was filed in March 2025, paid the Landlord's electricity bill monthly. The Tenant would text message the Landlord the receipt and then, if there was any balance remaining in rent owed, the Tenant would pay the Landlord the difference.
- [42] I find that the Tenant does not owe the Landlord \$3,000.00 for February to April 2025.
- [43] The Tenant has paid the electricity bill, which is the Landlord's responsibility, has paid for equipment for snow removal, which is the Landlord's responsibility, and then has paid the outstanding balance of rent owed to the Landlord after paying for these included services.
- [44] A landlord cannot terminate or restrict services or facilities under section 21 of the *Act*, which states:
- (1) *A landlord shall not terminate or restrict a service or facility if*
 - (a) *the service or facility reasonably related to the tenant's use and enjoyment of the rental unit as living accommodation; or*
 - (b) *the service or facility is a term of the tenancy agreement.*
 - (2) *A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord*
 - (a) *gives one month's written notice, in the approved form, of the termination or restriction; and*
 - (b) *reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.*
- [45] I find that it is the Landlord's responsibility under the tenancy agreement to pay the electricity and snow removal costs. In this case, the Tenant had prior approval and reasonable justification for paying and continuing to pay the Landlord's electricity bills.

[46] Clause 85(1)(p) of the *Act* states:

(1) *After hearing an application, the Director may make an order*

(p) *imposing terms and conditions the Director considers appropriate, including terms and conditions to ensure compliance with this Act, the regulations and the tenancy agreement.*

[47] The evidence establishes that the Landlord is unreliable to pay the electricity bill. The Tenant is paying the electricity bill for the benefit of the Landlord.

[48] I find that the Tenant may continue paying the electricity bill, and payments will be offset against rent. This arrangement will continue until either the tenancy agreement ends, or the parties mutually agree in writing to end the arrangement.

[49] The Landlord Application is denied.

Internet & Repairs

[50] The evidence of the parties is summarized above.

[51] I find that the evidence establishes that internet was an included service and that the Tenant is entitled to compensation for out of pocket internet costs throughout the tenancy.

[52] Internet services are not mentioned in the tenancy agreement, however, the parties' evidence is that the internet was in the Landlord's name from December 2020 to September 2023 and the Landlord paid the internet bills. However, in September 2023, when the Landlord fell behind in his electricity bills, it also appears he fell behind in his internet bills.

[53] I accept the Tenant's evidence that, due to her child's schooling, she required access to internet, which resulted in the Tenant putting internet in her own name and paying the bill each month. The Tenant did this to avoid the Landlord's unreliability to pay the Residential Property's bills.

[54] I find that the Landlord did not comply with section 21 of the *Act*. Despite internet not being mentioned in the tenancy agreement, I find that internet was an included service by the actions of the Landlord from December 2020 to September 2023.

[55] Therefore, the Tenant's claim is allowed, in the total amount of \$1,599.12. This amount is offset against the Tenant's future rent.

[56] I find that internet is now an excluded service from the tenancy agreement and the rent is reduced to offset this service (see clauses 21(2)(b) and 85(1)(e)). The evidence establishes that the internet is approximately \$92.00 a month. The rent is reduced to \$1,108.00 (\$1,200.00 minus \$92.00).

[57] **Due to the offset in this Order, the rent of \$1,108.00 for May 2025 is considered paid. Further, for June 2025's rent, \$491.12 is considered paid. Any amount the Tenant pays on the electricity bill for May 2025 will also be offset against June 2025's rent.**

[58] Subsection 28(1) of the *Act* requires a landlord to repair and maintain the residential property, which states:

A landlord shall provide and maintain the residential property in a state of repair that

(a) *complies with the health, safety and housing standards required by law; and*

(b) *having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenancy.*

[59] The Tenant did not have Environmental Health inspect the Unit.

- [60] I note that having an Environmental Health Officer inspect the Unit and complete a report outlining their findings would assist all parties with what repairs and recommendations may be required.
- [61] The Tenant did submit photographs of the Unit's bathroom and text messages between the Tenant and the Landlord into evidence.
- [62] I find that the Landlord must comply with subsection 28(1) of the *Act*. Thus, the Landlord must repair and maintain the Unit's bathroom to ensure its health, safety and housing standards are met.
- [63] **I note that the evidence establishes that the Landlord requested the Tenant pay an unlawful rent increase. I remind the Landlord that to increase the rent he must comply with subsection 47(1) of the *Act*. The Landlord must give the Tenant at least three months' notice if he wants to increase the rent by the allowable annual guideline (2.3% for 2025). If the Landlord wants to increase the rent above the allowable annual guideline, then he must make application to the Rental Office under subsection 50(1) of the *Act*. Failure to do this may result in further tenant applications to the Rental Office for compensation and/or administrative penalties.**
- [64] The First Tenant Application is allowed. The Landlord must compensate the Tenant \$1,599.12, which will be offset against future rent. The Landlord must also repair and maintain the Unit.
- [65] Internet is now an excluded service from the tenancy agreement and the rent is reduced to \$1,108.00. The Tenant is now responsible for their own internet bills.

B. Must the Tenant and all occupants vacate the Unit due to the Notice?

- [66] For the reasons above, I have already found that the Tenant does not owe any rent to the Landlord. Therefore, the Notice is invalid.
- [67] Further, I find that the Notice has many defects which are fatal to the Notice's validity. The Notice does not have a legible or full name of the Tenant. The Notice is dated "February 7" missing the year and was served to the Tenant on April 1, 2025. The Landlord's signature is present, however, the printed version of the Landlord's name and the Landlord's contact information is missing.
- [68] Section 53 of the *Act* states the notice content requirements, which the Landlord must comply with when serving a notice of termination to the Tenant.
- [69] The Notice is invalid and the Second Tenant Application is allowed, the tenancy will continue in full force and effect.

IT IS THEREFORE ORDERED THAT

1. The Tenant does not owe rent to the Landlord from February 2025 to April 2025.
2. Internet is now an excluded service, and the Unit's monthly rent is reduced to \$1,108.00.
3. The Tenant may continue paying the electricity bill and payments will be offset against rent.
 - a. This arrangement will continue until either the tenancy agreement ends; or
 - b. The parties mutually agree in writing to end the arrangement.
4. The Landlord must compensate the Tenant \$1,599.12. This amount is offset by the Tenant's future rent.
 - a. Due to the offset in this Order, the rent of \$1,108.00 for May 2025 is considered paid.
 - b. For June 2025's rent, \$491.12 will be considered paid.
 - c. For any amount the Tenant pays on the electricity bill for May 2025, will be offset against June 2025's rent.
5. The Landlord must repair and maintain the Unit in accordance with the *Act*.
6. The Notice is invalid and the tenancy will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 12th day of May, 2025.

(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.