

**INTRODUCTION**

- [1] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenants filed an application seeking a written tenancy agreement from the Landlord, a finding that the Landlord accessed the Unit unlawfully, and a finding that the Landlord failed to repair or maintain the Unit. The Tenants’ security deposit is also determined in this decision in relation to the rent owing eviction dispute between the parties.

**DISPOSITION**

- [3] I find that the Landlord must provide the Tenants with any information required by subsection 11(2) of the *Act* that has not previously been provided by the Landlord to the Tenants.
- [4] Insufficient evidence has been presented to establish that the Landlord accessed the Unit unlawfully or failed to repair or maintain the Unit. However, the Landlord must ensure that any Landlord access to the Unit complies with section 23 of the *Act*.
- [5] The Landlord will keep the Tenants’ security deposit, including interest, for rent owing.

**BACKGROUND**

- [6] The Unit is a two-bedroom, one-bathroom apartment in a four-unit building (the “Residential Property”).
- [7] The Landlord and the Tenants entered into an oral, month-to-month tenancy agreement for the Unit that started near the beginning of December 2024. Rent of \$1,200.00 is due on the day before the first day of the month. A security deposit of \$1,000.00 was paid around December 4, 2024.
- [8] On May 1, 2025 the Landlord served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of May 21, 2025 (the “Notice”) for non-payment of rent, repeatedly late rent and behaviour.
- [9] On May 12, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice, which is the subject of Order LD25-211.
- [10] The Application also seeks a written tenancy agreement, a finding that the Landlord entered the Unit unlawfully and a finding that the Landlord failed to repair or maintain the Unit, which is the subject of this decision. The Tenants’ security deposit is also determined in this decision. The docket number for this decision was added because of the different appeal periods for this decision and Order LD25-211.
- [11] On May 23, 2025 the Rental Office provided the parties with notice of a teleconference hearing scheduled for June 12, 2025.
- [12] On June 6, 2025 the Rental Office emailed the parties an 11-page evidence package.
- [13] On June 10, 2025 the Rental Office provided the Tenants with a first 5-page additional evidence package containing Landlord evidence.
- [14] On June 11, 2025 the Rental Office provided the Tenants with a second 3-page additional evidence package containing Landlord evidence.
- [15] On June 12, 2025 the Tenants, the Landlord and the Landlord’s three witnesses participated in a teleconference hearing for determination of the Application. The Landlord’s first witness is referred to in this decision as “LW1.”

- [16] The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package and the additional evidence packages.

### ISSUES

- A. Must the Landlord provide the Tenants with a written tenancy agreement?
- B. Did the Landlord access the Unit unlawfully?
- C. Did the Landlord fail to repair or maintain the Unit?
- D. Will the Landlord keep the Tenants' security deposit for rent owing?

### ANALYSIS

#### A. Must the Landlord provide the Tenants with a written tenancy agreement?

- [17] The Landlord stated that he recently learned that he is required to prepare written tenancy agreements.
- [18] I note that the Landlord has been required to prepare written tenancy agreements for all tenancies that started on April 8, 2023 or after this date. Subsection 11(1) of the *Act* states:

*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.*

- [19] In Order LD25-211 the oral Tenancy Agreement is terminated effective 5:00 p.m. on June 23, 2025. As a result, at this point I will not order the Landlord to provide a written tenancy agreement to the Tenants.

- [20] However, the Landlord must immediately provide the Tenants in writing with any of the following information required by subsection 11(2) of the *Act* that the Landlord has not previously provided to the Tenants:

- (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.*

**B. Did the Landlord access the Unit unlawfully?**

- [21] The Tenants claim that the Landlord accessed the Unit unlawfully.
- [22] In particular, the Tenants ("T1" and "T2") claim that the Landlord unlawfully entered the Unit on May 1, 2025 when T2 was served with the Notice.
- [23] The Tenants' evidence is summarized as follows.
- [24] T1 was waiting on the Residential Property's steps for a cab to arrive. The Landlord asked T1 if T2 was home and T1 said yes. The Tenants stated that this was the extent of the conversation between the Landlord and T1.
- [25] T2 was in the Unit's bathroom. The words T2 heard from inside the bathroom were muffled. T2 thought that T1 was coming back to the Unit. Instead, when T2 opened the bathroom door the Landlord was in the Unit and LW1 was at the top of the Residential Property's stairs.
- [26] The Tenants referred to another occasion where they believe the Landlord unlawfully entered the Unit. The Tenants installed a chain on the Unit's door.
- [27] The Landlord disputes unlawfully entering the Unit.
- [28] The Landlord's evidence is summarized as follows.
- [29] The Landlord stated that he arrived at the Residential Property with LW1. The Landlord saw T1 and T1's friend on the Residential Property's steps. The Landlord asked T1 if T2 was home because the Landlord had an eviction notice to serve. The Landlord wanted to serve T2 with the Notice because the Landlord had dealt mostly with T2.
- [30] The Landlord asked T1 if the Unit's door was open and T1 said yes.
- [31] The Landlord went into the Residential Property's hallway and called out to T2 and asked if T2 was home. T2 said yes and the Landlord went up the stairs. The Landlord went into the Unit. T2 came out of the Unit's bathroom and the Landlord served T2 with the Notice.
- [32] LW1's evidence is summarized as follows.
- [33] T1 and another person were on the Residential Property's steps when LW1 arrived with the Landlord to serve the Notice.
- [34] The Landlord asked T1 twice if T2 was home and T1 said yes. The Landlord told T1 that the Landlord had an eviction notice for the Tenants. The Landlord asked T1 if the door was open and T1 said yes.
- [35] T1 was still on the steps when LW1 and the Landlord went into the Residential Property. The Landlord yelled for T2 a couple of times. T2 responded stating that T2 was in the bathroom. The Landlord told T2 that the Landlord was coming up and LW1 accompanied the Landlord.
- [36] T2 came out of the Unit's bathroom and the Landlord handed T2 the Notice.

- [37] I note that the rules regarding a landlord's access to a rental unit are provided in section 23 of the Act, which states:

*A landlord shall not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:*

- (a) the tenant gives permission at the time of the entry or not more than 10 days before the entry;*
- (b) the landlord provides written notice to the tenant at least 24 hours before the time of entry and the purpose of the entry is to
  - (i) carry out a repair or replacement or do work in the rental unit,*
  - (ii) allow a potential mortgagee, insurer or appraiser of the residential property to view the rental unit, or*
  - (iii) carry out an inspection of the rental unit, if
    - (A) the inspection is for the purpose of determining whether the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under this Act, and*
    - (B) it is reasonable to carry out the inspection;***
- (c) the landlord or, with the written authorization of the landlord, the landlord's agent, requires access to the rental unit to allow a potential purchaser to view the rental unit and the landlord has given written notice to the tenant at least 24 hours before the time of entry;*
- (d) the landlord provides housekeeping or related services under the terms of a tenancy agreement and the entry is for that purpose and in accordance with those terms;*
- (e) the landlord has an order of the Director or, in respect of a rental unit referred to in section 6, of the Government of Canada, the Government or a municipality, or an agency of one of them, as applicable, authorizing the entry;*
- (f) the tenant has abandoned the rental unit;*
- (g) an emergency exists and the entry is necessary to protect the health, safety or welfare of people or to avert or limit damage to property; or*
- (h) the landlord requires access to the rental unit to show the unit to a prospective tenant and
  - (i) the landlord has given written notice to the tenant at least 24 hours before the time of entry,*
  - (ii) the landlord and tenant have agreed that the tenancy will end or one of them has given notice of termination to the other,*
  - (iii) the entry is between the hours of 9 a.m. and 9 p.m., and (iv) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so.**

- [38] The parties mainly provided evidence regarding the May 1, 2025 incident when the Notice was served.
- [39] The Landlord and LW1's evidence is essentially that T1 gave permission to access the Unit at the time of entry on behalf of the Tenants.
- [40] I note that a tenant's permission to access a rental unit is a lawful basis under subsection 23(a).
- [41] Although T1 disputed that permission was given to the Landlord, I find that I have insufficient evidence to make a finding of unlawful access in light of the evidence provided by the Landlord and LW1, summarized above. Similarly, I have insufficient evidence regarding the other occasion that the Tenants allege the Landlord accessed the Unit unlawfully.
- [42] However, the Landlord must ensure that any further access to the Unit complies with section 23 of the Act, which is ordered below.

**C. Did the Landlord fail to repair or maintain the Unit?**

- [43] Subsection 28(1) of the *Act* provides that a landlord is responsible for maintaining the condition of a rental unit:

*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 tenant.*

- [44] The *Public Health Rental Accommodation Regulations* also provide minimum standards for residential rental properties.
- [45] The Tenants claim that the Landlord has failed to repair or maintain the Unit.
- [46] However, the Tenants did not submit to the Rental Office photographs, video recordings or other objective evidence showing the condition of the Unit. No report from the Department of Environmental Health was submitted into evidence.
- [47] I have insufficient evidence to make a finding regarding the condition of the Unit. As a result, this claim is denied.

**D. Will the Landlord keep the Tenants' security deposit for rent owing?**

- [48] In Order LD25-211 the Tenants admitted to owing rent to the Landlord in excess of the security deposit, including interest.
- [49] As a result, I find that the Landlord will keep the Tenants' security deposit, including interest up to the termination date of June 23, 2025, in the amount of \$1,013.64.

**CONCLUSION**

- [50] The Application is allowed in part.
- [51] The Landlord will provide the Tenants with the any of the information ordered below that the Landlord has not previously provided to the Tenants.
- [52] The Tenants' claims for findings that the Landlord accessed the Unit unlawfully and failed to repair or maintain the Unit are denied. The Landlord must ensure that any Landlord access to the Unit complies with section 23 of the *Act*.
- [53] The Landlord will keep the Tenants' security deposit, including interest, for rent owing.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord must immediately provide the Tenants in writing with any of the following information that the Landlord has not previously provided to the Tenants:
  - (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.*
2. The Landlord must ensure that any Landlord access to the Unit complies with section 23 of the Act.
3. The Landlord will retain the Tenants' security deposit, including interest, for rent owing, in the total amount of \$1,013.64.

**DATED** at Charlottetown, Prince Edward Island, this 16th day of June, 2025.

(sgd.) Andrew Cudmore

**Andrew Cudmore**  
**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.