

**INTRODUCTION**

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenant claims against the Subtenant for internet bills and a doorknob reinstallation, in the total amount of \$256.22.
- [3] The Subtenant's application seeks an order requiring the Tenant to return the security deposit and March 2025 rent, in the total amount of \$1,700.00. The Subtenant also claimed against the Tenant for emotional distress.
- [4] After the Subtenant's application was filed, the Tenant returned to the Subtenant security deposit funds in the amount of \$593.80 (keeping \$256.20).

**DISPOSITION**

- [5] I find that the Tenant's application is allowed in part, in the amount of \$181.79.
- [6] I find that the Subtenant's application for a return of rent is allowed in part, in the amount of \$383.87. The Tenant must also return part of the security deposit balance of \$256.20. I do not have authority (jurisdiction) to determine personal injury claims and compensation regarding pain, suffering and emotional distress.
- [7] The Tenant's and Subtenant's established claims offset. There is a net amount of \$458.28 owing by the Tenant to the Subtenant which must be paid by the timeline below.

**BACKGROUND**

- [8] The Unit is located within a two-bedroom, two-bathroom apartment in a building with over 30 rental units (the “Residential Property”). The Unit is one-bedroom and one-bathroom with shared services and facilities.
- [9] The Tenant rents the Unit from the owner and landlord of the Residential Property (the “Landlord”) under a tenancy agreement that started on November 1, 2022. Internet is not included in the tenancy agreement's rent.
- [10] The Tenant and the Subtenant entered into a subletting agreement for the Unit that started on September 28, 2024 (the “Subletting Agreement”). Rent in the amount of \$850.00 was due on the first day of the month and an \$850.00 security deposit was paid.
- [11] On March 1, 2025 the Tenant messaged the Subtenant stating that the Subletting Agreement would end effective April 1, 2025.
- [12] On March 6, 2025 the Subtenant stopped living in the Unit, leaving a bedframe behind.
- [13] On April 4, 2025 the Subtenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Subtenant Application”) with the Rental Office.
- [14] On April 8, 2025 the Tenant returned \$593.80 of the security deposit funds to the Subtenant.
- [15] On April 29, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 29, 2025.

- [16] On May 26, 2025 the Rental Office provided the parties with access to a 66-page evidence package and video evidence. Additional evidence was later sent to the Rental Office and shared with the other party.
- [17] On May 29, 2025 the Subtenant, the Subtenant's witness and the Tenant participated in a teleconference hearing for determination of the Subtenant Application. At the beginning of the hearing I reviewed the evidence submitted. The parties confirmed that all evidence that they submitted to the Rental Office was included. Near the beginning of the hearing I sent a Tenant video recording to the Subtenant.
- [18] During the hearing the Tenant was permitted to file an application with the Rental Office regarding the Tenant's internet and doorknob reinstallation claims referred to in the Tenant's evidence.
- [19] On June 10, 2025 the Tenant filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Tenant Application") with the Rental Office.
- [20] On June 20, 2025 the Subtenant provided a written response to the Tenant Application.

### ISSUES

- A. Has the Tenant established claims against the Subtenant for internet services and a bedroom doorknob reinstallation?
- B. Must the Tenant return March 2025 rent to the Subtenant?

### ANALYSIS

- A. Has the Tenant established claims against the Subtenant for internet services and a bedroom doorknob reinstallation?**

#### Internet Services

- [21] The Tenant claims against the Subtenant for internet services, in the amount of \$156.22. As part of this claim the Tenant seeks for the Subtenant to be responsible for an entire \$48.85 Eastlink bill.
- [22] The Tenant is not claiming against the Subtenant for the March 2025 internet bill.
- [23] The evidence of the parties establishes that the Subtenant would be responsible for 50% of the Unit's internet cost under the Subletting Agreement.
- [24] At the beginning of the Subletting Agreement the internet services were provided by Bell Aliant. The Subtenant did not pay the 50% share of the \$134.23 Bell Aliant bill from January 2025. The Tenant deducted \$67.12 from the Subtenant's security deposit.
- [25] The internet service provider was later switched from Bell Aliant to Eastlink. The Eastlink account was originally in the Subtenant's name and was later changed to a new Eastlink account in the Tenant's name.
- [26] The Tenant messaged the Subtenant requesting that the Eastlink account be transferred into the Tenant's name.
- [27] The evidence establishes that the Tenant paid for three bills totaling \$263.58 for internet services provided before March 6, 2025. The evidence does not establish that the 50% division between the Tenant and Subtenant should be varied. Had the parties been in better communication with one another then any additional charges may have been avoided.

- [28] In particular, the Tenant stated that the Subtenant would not cooperate to have the Eastlink account changed from the Subtenant's name to the Tenant's name. The Tenant stated that an additional \$48.85 cost was incurred because the Tenant ultimately had to create a new Eastlink account in the Tenant's own name.
- [29] The Subtenant stated that the Subtenant wanted the Eastlink internet account in the Subtenant's name for proof of address purposes. The Subtenant requested that Eastlink add the Tenant to the account. The Subtenant only later learned that the Tenant had changed the Eastlink account into a new account in the Tenant's own name.
- [30] The Tenant did not know that the Subtenant wanted the Eastlink account in the Subtenant's name for proof of address purposes.
- [31] I find that the Tenant has established a claim for 50% of the total internet services costs claimed, in the amount of \$131.79.

**Bedroom Doorknob**

- [32] The Tenant claims against the Subtenant for the Unit's bedroom doorknob reinstallation, in the amount of \$100.00.
- [33] The Tenant's evidence is summarized as follows. The Unit's bedroom doorknob at the beginning of the Subletting Agreement did not have a lock. The Subtenant had a new doorknob with a lock installed without the Tenant's knowledge or permission. The Tenant did not notice that the doorknob had been changed until near the end of February 2025.
- [34] The Subtenant moved out of the Unit on March 6, 2025 but did not reinstall the original doorknob. On March 27, 2025 the Tenant reinstalled the original doorknob, which took about three hours. The Tenant seeks \$100.00 in compensation for this work.
- [35] The Tenant made the Subtenant's doorknob available when the Subtenant had her remaining personal property removed from the Unit. However, the Subtenant did not take this doorknob.
- [36] The Subtenant's evidence is summarized as follows. On February 13, 2025 the Subtenant called the Landlord and requested permission to install a bedroom doorknob with a lock because the Subtenant was not comfortable with the Tenant. The Landlord gave the Subtenant permission to make this change and the Landlord requested that the Subtenant change the doorknob back when the Subtenant moved out.
- [37] On February 14, 2025 the Subtenant had the bedroom doorknob changed. The Subtenant believes that the Tenant knew the doorknob was changed within a week or two.
- [38] On March 6, 2025 the Subtenant telephoned the Landlord and advised that the bedroom door would remain locked because the Subtenant was still entitled to the room because March rent had been paid to the Tenant. The person who installed the Subtenant's bedframe was not available on March 6, 2025 to remove it.
- [39] On March 29, 2025 the Subtenant had the remainder of the Subtenant's personal property removed from the Unit.
- [40] For the reasons below, I find that the Tenant's claim is allowed in part.
- [41] If the Subtenant wanted to change the bedroom doorknob to install a lock, then the Subtenant needed to request permission from the Tenant. The Subtenant's agreement for occupying the Unit was with the Tenant, not the Landlord.

- [42] I note that the Tenant would also have needed to obtain permission from the Landlord if the bedroom lock was going to be changed (section 26).
- [43] If this procedure did not resolve the problem, then the Subtenant could have filed an application with the Rental Office to have this matter addressed.
- [44] The Tenant has a valid claim against the Subtenant because this procedure was not followed and the Tenant ultimately reinstalled the doorknob. However, I find that a \$100.00 charge is excessive for this type of work and instead the amount of \$50.00 is allowed.
- [45] The Tenant has established a total claim against the security deposit for internet services (\$131.79) and a doorknob installation (\$50.00) in the amount of \$181.79.

**B. Must the Tenant return March 2025 rent to the Subtenant?**

- [46] The Subtenant seeks the return of March 2025 rent, in the amount of \$850.00.
- [47] It is clear that the parties would not have entered into the Subletting Agreement had they known one another better beforehand. The parties were incompatible.
- [48] The Tenant and the Subtenant provided detailed evidence regarding the breakdown of the relationship.
- [49] This breakdown culminated in an incident between the parties on or about March 5, 2025. The parties provided their evidence regarding this incident.
- [50] The evidence establishes that it was not possible for the parties to live together in the same apartment safely after the incident. The evidence supports a return of rent from March 6, 2025 onwards, the date that the Subtenant stopped living in the Unit.
- [51] However, as determined above, the Subtenant changed the Unit's bedroom doorknob without following the proper process. The Subtenant also did not complete removing the Subtenant's personal property from the Unit until March 29, 2025. The evidence does not establish that a new tenant was living in the Unit on or before March 29, 2025. The evidence only establishes that some of the new tenant's personal property was in the Unit at this date.
- [52] As a result of these events, neither the Tenant nor the Subtenant had full use of the Unit from March 6 to 29, 2025. In these circumstances I find that a 50% return of rent in the amount of \$329.03 is appropriate for this period (24 days divided by 31 days multiplied by \$850.00 multiplied by 50%). The Tenant must also return rent for March 30 and 31, 2025, in the amount of \$54.84 (2 days divided by 31 days multiplied by \$850.00). The total amount is \$383.87.
- [53] Although there are specific rules in section 40 of the *Act* regarding the return of a security deposit, these rules only apply to a "landlord." In Order LR24-72 the Commission reviewed the definition of "landlord" in subsection 1(h). The Commission observed that a tenant who sublets part of a rental unit and also occupies this unit is not a "landlord" within the meaning of the *Act*.
- [54] Further, subsection 14(9) of the *Act* only requires a "landlord" to credit security deposit interest to a tenant. As the Tenant is not a "landlord," the Subtenant has not been credited with security deposit interest in this decision. The formula for calculating interest in section 3 of the *Residential Tenancy Regulations* would not be applicable.
- [55] I also note that I do not have authority (jurisdiction) to determine personal injury claims and compensation regarding pain, suffering and emotional distress.

**CONCLUSION**

- [56] The Tenant Application and the Subtenant Application are allowed in part. There is a net amount owing by the Tenant to the Subtenant, in the amount of \$458.28, which must be paid by the timeline below. This amount is calculated as follows.

| Item                       | Amount    |
|----------------------------|-----------|
| Security deposit           | \$850.00  |
| Return of rent             | \$383.87  |
| Amount previously returned | -\$593.80 |
| Internet services          | -\$131.79 |
| Doorknob reinstallation    | -\$50.00  |
| Balance                    | \$458.28  |

- [57] The correspondence submitted into evidence shows unacceptable communications by the Tenant. The Tenant must ensure that all communications are respectful with everyone the Tenant communicates with under tenancy agreements and subletting agreements governed by the *Act*.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant must pay the Subtenant the amount of \$458.28 by August 28, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 28th day of July, 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.