

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“*Act*”).
- [2] The Landlord seeks to keep part of the Tenant’s security deposit (\$571.87) for refilling the furnace oil tank. The Tenant is seeking the return of the security deposit, including interest.

DISPOSITION

- [3] For the reasons below, I find that the Landlord has established their claim in the total amount of \$571.87.
- [4] The Landlord will keep part of the Tenant’s security deposit, in the amount of \$571.87. The Landlord will return the remaining balance, including interest, in the amount of \$1,556.75 forthwith.

BACKGROUND

- [5] The Unit is a three-bedroom, two-bathroom single-family home, owned by the Landlord and the Landlord’s mother.
- [6] On January 20, 2025 the parties signed a written, fixed-term tenancy agreement for the period of March 1, 2025 to February 28, 2026 (“Tenancy Agreement”). The Tenant paid a \$2,100.00 security deposit on January 21, 2025. Rent in the amount of \$2,100.00 was due on the first day of the month. Utilities were excluded services, except internet.
- [7] On April 30, 2025 the Tenant vacated the Unit and the tenancy ended by mutual agreement.
- [8] On May 5, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office claiming part of the Tenant’s security deposit.
- [9] On May 21, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office requesting the return of the security deposit and acknowledgment that the Landlord contravened the *Act*.
- [10] On June 27, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for August 7, 2025, along with copies of the Landlord Application and Tenant Application.
- [11] On August 1, 2025 the Rental Office made available through TitanFile a 169-page PDF and 3-video-recording evidence package.
- [12] On August 7, 2025 the Landlord, the Tenant and the Tenant’s witness (“TW”) joined the teleconference hearing. The parties confirmed that they received the evidence package and they confirmed that all evidence submitted to the Rental Office was included.

ISSUE

- A. Has the Landlord established a claim against the Tenant for refilling the furnace oil tank? Has the Landlord contravened the *Act*?

ANALYSIS

- [13] Included in the evidence was a copy of the Tenancy Agreement. The Tenancy Agreement stated that: stove, fridge, dishwasher, washer, dryer and internet were included services. Utilities, snow removal and grass cutting were excluded services. The Tenancy Agreement does state the responsibility regarding refilling the furnace oil tank.

- [14] The Landlord stated that she filled the furnace oil tank before the Tenant moved into the Unit. The Landlord provided an invoice dated February 27, 2025 into evidence. The Tenant and TW moved in on March 1, 2025.
- [15] The Landlord stated that *utilities* included heat and that it was the Tenant's responsibility to refill the furnace oil tank before vacating the Unit. The Landlord stated that this was common practice. The Landlord stated that the Tenant and TW were not satisfied with the condition of the Unit and had many complaints. The Landlord stated that she addressed the complaints as quickly as possible. The Landlord submitted invoices of maintenance and repairs completed.
- [16] The Landlord stated that the Tenant gave notice that he and TW were vacating the Unit. The Landlord stated that she allowed the Tenant and TW to end the Tenancy Agreement early.
- [17] The Landlord stated that the Tenant and TW vacated the Unit and did not refill the furnace oil tank. Photographs of the furnace oil tank's gauge was included in the evidence.
- [18] The Landlord stated that she refilled the furnace oil tank on April 30, 2025 and provided the invoice into evidence. The Landlord stated that the cost to refill the furnace oil tank was \$571.87.
- [19] The Tenant's written submissions stated that the Tenancy Agreement does not have any clause stating that it was their responsibility to refill the furnace oil tank. However, the Tenant stated at the hearing that part of the negotiations with the Landlord concluded with the Landlord filling the oil tank only for the first month of the tenancy. The Tenant stated that he expected to pay for the cost associated with heating.
- [20] The Tenant and TW stated that there were numerous issues with the condition of the Unit. The Tenant and TW stated that they brought the complaints to the Landlord and the Landlord's agent. The Tenant submitted photographs, videos and communication with the Landlord and the Landlord's agent into evidence.
- [21] I have reviewed the evidence.
- [22] I find that the evidence establishes that heating was the responsibility of the Tenant. Despite the Tenancy Agreement being silent regarding heating or refilling the oil tank, the parties' testimony establishes that it was agreed upon that the Tenant would pay the heating costs after the first month of the tenancy.
- [23] In this case, the Tenant was permitted to end the fixed-term tenancy early (2 months into a 12-month term). The Tenant and TW vacated the Unit after only living in the Unit for two months. The Landlord provided sufficient evidence to establish that the furnace oil tank required a refill, which cost \$571.87.
- [24] Therefore, the Landlord will keep part of the Tenant's security deposit to cover the cost of refilling the oil tank on April 30, 2025, in the amount of \$571.87. The Landlord will return the remaining balance, including interest, in the amount of \$1,556.75 by the timeline below.
- [25] Further, I note that the Tenant and TW brought up many concerns regarding the condition of the Unit. The Tenant request a determination that the Landlord has contravened the *Act*.
- [26] Subsection 28(1) of the *Act* 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 tenant.*

- [27] I find that the Tenant did not provide sufficient evidence to establish that the Landlord failed to or neglected to repair and maintain the Unit. I am unable to conclude, on a balance of probabilities, that the Landlord contravened the *Act*.
- [28] The Landlord Application is allowed.
- [29] The Tenant Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep part of the Tenant's security deposit, in the amount of \$571.87.
2. The Landlord will return the remaining balance, including interest, in the amount of \$1,556.75 forthwith.

DATED at Charlottetown, Prince Edward Island, this 8th day of August, 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.