

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 Landlord wants to keep the Tenants' security deposit plus additional compensation for rent owing, pest treatment, cleaning and administration fees in the total amount of \$4,803.74.
- [3] The Tenants claim against the Landlord regarding bedbugs in the Unit in the amount of \$8,100.00.

DISPOSITION

- [4] I find that the Landlord has established claims for rent owing, cleaning and administration fees in the amount of \$3,242.94.
- [5] I find that the Landlord will keep the Tenants' security deposit for part of the rent owing, in the amount of \$2,754.03. I find that the parties had an agreement that the Landlord would keep the security deposit for rent owing.
- [6] After adjusting for the security deposit, the Landlord's remaining balance is \$488.91. The Tenants have established part of their compensation claim, in the amount of \$1,410.97. These amounts offset and the Landlord must pay the Tenants the net amount of \$922.06 on the terms stated below.

BACKGROUND

- [7] The Unit is a three-bedroom, two-and-a-half-bathroom townhouse in a four-unit building (the "Residential Property") that the Landlord has owned since it was finished being built in November of 2022.
- [8] The Landlord and the Tenants (KDN and DBWG) entered into a written, fixed-term tenancy agreement for the Unit from September 20, 2024 to September 19, 2025 (the "Tenancy Agreement").
- [9] The Tenancy Agreement states that rent in the amount of \$2,700.00 was due on the first day of the month. However, the parties agreed that the rent due date was in fact the third day of the month. The rent was normally paid by automatic withdrawal from KDN's account.
- [10] A security deposit of \$2,700.00 was paid in the following four installments:
- \$1,000.00 on August 12, 2024;
 - \$850.00 on August 30, 2024;
 - \$310.00 on September 20, 2024; and
 - \$540.00 on September 23, 2024.
- [11] On June 12, 2025 the Representative emailed KDN a *Form 4 Notice of Termination by Lessor of Rental Agreement* with a vacate date of July 1, 2025 for non-payment of June 2025 rent. This was an eviction notice form prescribed under the former legislation, the *Rental of Residential Property Act*.
- [12] On June 17, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office claiming against the Landlord for compensation for bedbugs during March, April and May 2025, in the amount of \$8,100.00 (the "Tenant Application").
- [13] On June 19, 2025 DBWG moved out of the Unit.

- [14] On June 30, 2025 the Representative served KDN with a *Form 4(A) Eviction Notice* dated June 12, 2025 with a vacate date of July 2, 2025 for non-payment of June 2025 rent. The Landlord used the current form under the *Act*.
- [15] On July 2, 2025 KDN moved out of the Unit. The parties agree that the Tenancy Agreement ended on this date.
- [16] On July 3, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for August 7, 2025, along with a copy of the Tenant Application.
- [17] On July 23, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office to keep the security deposit plus additional compensation for rent owing, pest treatment, cleaning and administration fees (the "Landlord Application").
- [18] On July 24, 2025 the Rental Office sent the parties notice of an updated teleconference hearing scheduled for August 7, 2025, along with copies of the Tenant Application and the Landlord Application.
- [19] On July 31, 2025 the Rental Office provided the parties with access to a 160-page PDF and audio evidence package ("EP").
- [20] On August 7, 2025 the Tenants and the Landlord's representative (the "Representative") joined the teleconference hearing. The parties confirmed that they received the evidence package. The parties were not aware of any missing evidence that was previously submitted to the Rental Office. DBWG stated that he did not submit evidence to the Rental Office. Additional evidence was provided shortly before and during the hearing.

ISSUES

- A. Do the Tenants owe rent to the Landlord? Did the Landlord properly keep the Tenants' security deposit for rent owing?
- B. Must the Tenants compensate the Landlord for its bedbug treatment cost?
- C. Must the Landlord compensate the Tenants regarding bedbugs in the Unit?
- D. Has the Landlord established claims against the Tenants for cleaning and administration fees?

ANALYSIS

- A. Do the Tenants owe rent to the Landlord? Did the Landlord properly keep the Tenants' security deposit for rent owing?**
- [21] The parties agree that the rent was only paid up to May 31, 2025 and the Tenancy Agreement ended on July 2, 2025.
- [22] The Tenants owed rent for June 2025 (\$2,700.00) and July 1 to 2, 2025 (\$174.19; 2 days divided by 31 days multiplied by \$2,700.00), in the total amount of \$2,874.19.
- [23] For the reasons below, I find that the Tenants agreed that the Landlord could keep the security deposit for rent owing.

[24] The term “security deposit” is defined in subsection 1(q) of the Act as follows:

“security deposit” means money or any property paid by or on behalf of a tenant to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant respecting the rental unit;

[25] A landlord can seek to keep a security deposit for the payment of a liability of a tenant respecting a rental unit.

[26] Rent owing is a liability of a tenant and it is a valid reason to seek to keep a security deposit.

[27] Section 40 of the Act addresses the retention and return of a security deposit, stating in part as follows:

(1) Except as provided in subsection (2) or (3), within 15 days after the date the tenancy ends or is assigned, the landlord shall either

- (a) issue payment, as provided in subsection (5), of any security deposit to the tenant with interest calculated in accordance with the regulations; or*
- (b) make an application to the Director under section 75 claiming against the security deposit.*

(2) A landlord may retain from a security deposit an amount that

- (a) the Director has previously ordered the tenant to pay to the landlord; and*
- (b) remains unpaid at the end of the tenancy.*

(3) A landlord may retain an amount from a security deposit if

- (a) at the end of a tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant; or*
- (b) after the end of the tenancy, the Director orders that the landlord may retain the amount.*

(4) Where a landlord does not comply with this section, the landlord

- (a) shall not make a claim against the security deposit; and*
- (b) shall pay the tenant double the amount of the security deposit.*

[28] Based upon the evidence presented, I find that the Landlord complied with section 40 because there was an agreement in writing authorizing the Landlord to keep the security deposit.

[29] In this case KDN paid the security deposit installments to the Landlord. At the hearing DBWG stated that the security deposit payments were made from KDN’s account because *“she was dealing with everything.”*

[30] KDN was the Landlord’s main contact for the Tenants. The Representative would contact DBWG when KDN was unavailable. KDN was also the last of the Tenants to vacate the Unit.

[31] In these circumstances, I find that KDN signed the *Form 5 Landlord Condition Inspection Report* dated July 2, 2025 (the “Inspection Report”) on behalf of both Tenants, which included the following agreement:

“We have agreed between both parties:

...

3. Rent which is unpaid for June 2025 will be adjusted against deposit held in trust by landlord.”

[32] The Tenants therefore agreed in writing that the Landlord would keep the security deposit for rent owing. I have already determined, above, that the Landlord had a valid claim for rent owing. Therefore, the Landlord had a valid basis to keep the security deposit under subsection 40(3).

[33] The Tenants' security deposit, including interest, totals \$2,754.03, calculated as follows:

Total Security Deposit	
Item	Amount
Security deposit	\$2,700.00
Interest on \$1,000.00 - 12 AUG 2024 to 29 AUG 2024	\$1.05
Interest on \$1,850.00 - 30 AUG 2024 to 19 SEP 2024	\$2.27
Interest on \$2,160.00 - 20 SEP 2024 to 22 SEP 2024	\$0.27
Interest on \$2,700.00 - 23 SEP 2024 to 2 JUL 2025	\$50.44
Total	\$2,754.03

[34] After adjusting for the security deposit, the Tenants owe the Landlord a rent balance in the amount of \$120.16, calculated as follows:

Security Deposit Offset	
	Amount
Rent owing	\$2,874.19
Total security deposit	-\$2,754.03
Rent balance	\$120.16

B. Must the Tenants compensate the Landlord for its bedbug treatment cost?

[35] The Landlord claimed against the Tenants for the cost of a licensed pest control company (the "Company") to treat the Unit for bedbugs, in the amount of \$1,374.25.

[36] I find that the Landlord has not established this claim.

[37] The Landlord submitted into evidence a detailed timeline (EP154 to 157). The Landlord argued that the Tenants were responsible for the Unit's bedbugs, which included the following reasons:

- The Tenants did not report bedbugs in the Unit when they first moved in during September 2024;
- The Tenants only reported bedbugs in the Unit about six months after the Tenancy Agreement started; and
- Other tenants of the Residential Property advised the Landlord that they did not have bedbugs in their units (see emails at EP133 and 134).

[38] I note that shortly after the Tenants realized that there were bedbugs in the Unit, the Tenants photographed bedbugs near cracks in the walls (EP31 to 35). The Tenants' evidence is that the bedbugs were first discovered in KDN's daughter's bedroom on a wall shared with another rental unit. The Tenants stated that this room had all new furniture.

[39] The presence of the bedbugs near cracks in the walls puts into question whether the bedbugs originated from another part of the Residential Property.

[40] I find that the Landlord's email evidence from two of the Unit's neighbours is insufficient to establish that the bedbugs originated in the Unit.

- [41] The Landlord submitted an email from the Company dated May 14, 2025 (EP138). The Landlord referred to the following quote to support its claim that the Tenants were responsible for the bedbugs:

*“One more comment, bed bugs are **usually** brought in to houses and apartments by tenants bringing in used furniture, having guests stay over or by traveling. Please inspect all personal belongings before bringing in any used furniture or check suitcases when traveling.”*

[Emphasis added.]

- [42] The Company’s email quoted above is essentially a general statement. It is logical for the Company to use the word “usually” because there were numerous fact scenarios where the bedbugs could have accessed the Residential Property.
- [43] The Company does not make a specific finding with supporting reasons on the actual source of the bedbugs in the Residential Property. The Company’s email does not establish that the Tenants brought the bedbugs into the Unit.
- [44] The Landlord also argued that the Tenants had admitted responsibility for the bedbugs in correspondence between KDN and an officer (the “Health Officer”) from the Department of Environmental Health (“Environmental Health”) on April 7, 2025 (EP105, 111 and 112), which stated in part:

“...At this point we are exhausted and my daughter is pretty traumatized from her body being covered in bites and the landlord stating we are the cause of them. Made her feel dirty and really upset me to be accused without any investigation. He, also, wanted the guys that came in to fix the railing to go in the room and fill the cracks without informing them of the situation. I did not allow them in there because that’s not their profession. We were told when he came to see us he has no obligation or responsibility to do anything and there’s only 5 ways to get bed bugs and they dont travel or stay doormat in the walls. He said they are in her mattress, which I have yet to find any evidence on her mattress, we brought them in, her friends brought them, secondhand furniture and wet clothes left on the floor. I am aware her friends could have and possibly from second hand furniture. We have had the furniture since moving in, her mattress was brand new, bought off amazon. When trying to explain this, I was continually cut off by his wife. I am beyond frustrated with this and very very tired.

Thank you,

Hope this helps...”

- [45] I find that the email correspondence between KDN and the Health Officer is not an admission that the Tenants were responsible for bringing bedbugs into the Unit.
- [46] Instead, KDN is telling the Health Officer the Landlord’s basis for claiming that the Tenants were responsible for the bedbugs.
- [47] Upon review of the entirety of the messages between KDN and the Health Officer, it appears that the Tenants did not know the source of the bedbugs.
- [48] I also note that the evidence is unclear whether the bedbugs entered the Residential Property in March 2025 or whether the bedbugs entered earlier and had some period of dormancy.

- [49] For these reasons, I find that there is insufficient evidence to establish the source of the bedbugs. I cannot find that the Landlord or the Tenants caused the bedbugs to access the Residential Property.
- [50] Further, the *Act* and the *Public Health Act Rental Accommodation Regulations* (the “*Health Regulations*”) do not make tenants strictly liable for any pests that they cause to access a rental unit.
- [51] As a result, the Landlord would also need to establish a relevant breach of the *Act* or the *Health Regulations* in order to prove a monetary claim for pest control costs.
- [52] The evidence presented also does not establish a wilful or negligent act of the Tenants that caused bedbugs to access the Residential Property.
- [53] The Landlord’s claim against the Tenants for the Company’s pest control costs is denied.

C. Must the Landlord compensate the Tenants regarding bedbugs in the Unit?

- [54] The Tenants claimed against the Landlord because of bedbugs in the Unit during the months of March, April and May 2025, in the amount of \$8,100.00
- [55] For the reasons below, I find that the Landlord must pay the Tenants compensation in the amount of \$1,410.97.
- [56] I find that the Tenancy Agreement was devalued and the Tenants were inconvenienced because the Landlord did not arrange for a licensed pest control company to treat the Unit for over two months.
- [57] I determined above that the source of the bedbugs is unknown. Therefore, it has not been established that the Landlord or the Tenants were responsible for the bedbugs accessing the Residential Property.
- [58] The Tenants had a duty to immediately report the bedbugs to the Landlord under subsection 14(d) of the *Health Regulations*. On March 17, 2025 the Tenants advised the Landlord of concerns of bedbugs in the Unit shortly after the Tenants realized that bedbugs were present.
- [59] Based upon the evidence presented, from March 1 to 16, 2025 the Landlord was not aware of bedbug issues in the Unit and it was not able to address any problems. Therefore, a claim for bedbugs during this period in March is denied.
- [60] Once the Landlord became aware of the bedbugs, the Landlord was responsible for treating the bedbugs. 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.

[61] Section 9 of the *Health Regulations*, states in part:

The owner of any dwelling shall, when necessary

(a) carry out repairs or alterations to such dwelling in order to make it sound, weatherproof, damp-proof, vermin-proof, safe and sanitary in every respect;

...

(c) take necessary precautions and undertake necessary treatment to prevent or eliminate infestations by cockroaches, bedbugs, fleas, silverfish, weevils, flies, rats, mice and any or all other pests.

[62] I note that any waiver or release by the Tenants of these rights, benefits and protections is void and of no effect under section 5 of the *Act*.

[63] By March 20, 2025 the Landlord was satisfied that there were bedbugs in the Unit. On this date the Representative responded to KDN's text-messaged bedbug photographs stating "*Those all look like bed bugs...*" (EP36).

[64] In mid-May 2025 the Landlord contacted the Company to treat bedbugs in the Unit (EP144). On May 20, 2025 the Landlord advised the Tenants that the Company would complete the first of treatment on May 23, 2025 (EP139). However, KDN was out of Province and the first treatment was rescheduled to June 4, 2025.

[65] I find that the two-month delay in professionally treating the Unit supports part of the Tenants' monetary claim under subsection 85(1) of the *Act*.

[66] I note that as early as March 20, 2025 KDN messaged the Representative stating that a licensed pest control technician would be necessary to address the bedbugs (EP38).

[67] Instead of immediately hiring a licensed professional pest control, the Landlord attempted a lower-cost approach of providing the Tenants with a pest control spray. This lower cost approach was ineffective in eliminating the bedbugs and the Tenants continued to suffer the negative effects of bedbugs in the Unit.

[68] In Order LR23-82 the Island Regulatory and Appeals Commission (the "Commission") determined a dispute regarding a landlord's failure to hire a professional pest control company to address a cockroach infestation. At paragraph 11 the Commission stated:

"The Commission finds that the Landlord failed to take effective action when he was first notified of the cockroach infestation in the summer of 2022. Instead of hiring a professional pest control company, he purchased insect spray from a store and had the Tenants spray. Ultimately the Tenants contacted Environmental Health. The Landlord failed to follow the requirements of Environmental Health and the first spray only occurred in May 2023."

[69] The Landlord needed some time from the Tenants' initial concern of bedbugs on March 17, 2025 to investigate the presence of bedbugs and hire a licensed pest control company. I note that according to the Company's letter (EP144) it took around 8 days to arrange for the first treatment.

[70] Based upon the evidence presented, I find that the Landlord should have taken effective action by hiring a licensed pest control company to attend and treat the Unit by April 1, 2025.

[71] I find that the Landlord is not responsible for compensating the Tenants after May 23, 2025, when the Landlord had scheduled the Company's first pest treatment. It was unfortunate that this first treatment attempt was arranged during a time when KDN was not present. However, I am not satisfied that the delay of the treatment from May 23, 2025 to June 4, 2025 was the Landlord's responsibility.

- [72] Compensation claims in cases where tenants remain living in rental units involve subjective assessments (see Commission Order LR24-68 at paragraph 19).
- [73] The Tenants have essentially made a compensation claim for 100% of the rent paid. However, this is not a case where the Unit was vacated and the Tenants received no benefit from the Unit. Instead, the Tenants continued to use the Unit from April 1, 2025 to May 23, 2025.
- [74] The presence of bedbugs decreased the Tenants' enjoyment of the Unit as a whole. Based upon the evidence presented, I find that compensation totaling 30% of the rent paid is appropriate to address the decrease in the value of the Tenancy Agreement and the Tenants' inconvenience, in the amount of \$1,410.97 [\$810.00 for April 2025 and \$600.97 for May 1 to 23, 2025 (30% multiplied by \$2,700.00 multiplied by 23 days divided by 31 days)].
- [75] The Tenants have not established that the Landlord is responsible for the replacement cost of the Tenants' personal property. As determined above, I am not satisfied that the Landlord was responsible for bedbugs accessing the Unit. Further, I have insufficient evidence to establish that personal property would need to be disposed of after the Company finished its pest treatments.
- [76] The Landlord argued that no compensation should be paid to the Tenants because the Landlord complied with the Health Officer's requirements. I find that the Landlord remains responsible for paying the compensation I have ordered above.
- [77] On March 31, 2025 the Tenants submitted concerns to Environmental Health regarding bedbugs in the Unit. On April 17, 2025 the Health Officer issued a letter (the "Letter") to the Landlord which stated in part:

"The following are requirements based on the submitted evidence:

- *A pest control company is to be contracted to eliminate the presence of bed bugs inside the rental unit. Any direction from the pest control technician must be followed by both the landlord and the tenant as applicable where it relates to the elimination of the pests within the rental unit.*
- *Landlord to arrange for inspection of adjoining units...*

The above requirements are to be completed prior to May 15, 2025. If you are unable to comply with this time frame, you must contact the undersigned to request an extension for work to be completed."

- [78] On May 9, 2025 the Landlord requested a timeline extension because the Landlord was travelling out of country and recently returned. The Health Officer granted an extension.
- [79] Compliance with letters issued by Environmental Health is relevant for determining compensation claims.
- [80] However, the Rental Office and Environmental Health have separate lines of authority regulating residential rental units. In Order LR24-17 the Commission stated in part:
- "...In addition, the Commission wishes to point out that the Environmental Health Report has its own line of authority, independent of Order LD23-502."***
- [81] A person may comply with an Environmental Health letter but a tenancy agreement may still be devalued and the tenants inconvenienced.
- [82] The Health Officer does not have authority under the Act to determine the Tenants' compensation claim.

- [83] I find that the Landlord's compliance with the Letter and the extension does not bar the Tenants' compensation claim.
- [84] I note that the Representative requested the extension from the Health Officer because the Representative was out of Province from around April 17, 2025 to May 9, 2025.
- [85] The Landlord must ensure that it has another representative or property manager available to address urgent rental matters in a timely matter while the Representative is unavailable.
- [86] As determined above, the Tenants have established a compensation claim due to bedbugs in the Unit in the amount of \$1,410.97.
- [87] I have reviewed the other repair requirements in the Letter and the work undertaken by the Landlord. I find that these other issues do not reach a level supporting a claim for compensation.

D. Has the Landlord established claims against the Tenants for cleaning and administration fees?

Cleaning

- [88] The Tenants were required to leave the Unit in a reasonably clean condition. Clause 39(2)(a) of the *Act* states:

*When a tenant vacates a rental unit, the tenant shall
(a) leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear...*

- [89] The Landlord claims against the Tenants for cleaning expenses in the amount of \$425.00.
- [90] The Tenants had two cats in the Unit. The Landlord submitted into evidence a receipt for deep cleaning for pets and garbage disposal (EP148). The Representative stated that the cleaner spent two days cleaning the Unit.
- [91] The Inspection Report (EP151) identifies required cleaning and garbage removal. The Inspection Report also includes an agreement that the Tenants would be responsible for this cost.
- [92] Based upon the evidence presented, particularly the content of the Inspection Report, I find that the Tenants did not leave the Unit in a reasonably clean condition.
- [93] The Representative stated that the Unit was professionally cleaned and its condition was move-in ready for the next tenant. The cleaner's total cost was \$425.00.
- [94] Under clause 39(2)(a) the Tenants were only responsible to bring the Unit to a reasonably clean condition, not the higher standard of professionally clean or move-in ready for the next tenant. Any agreement to a higher standard of cleanliness is void and of no effect under section 5 of the *Act*. As a result, I reduce the \$425.00 cleaning claim by 25%, to the amount of \$318.75.
- [95] The Landlord also claimed against the Tenants in the amount of \$80.49 for the cost to clean the Unit's green bin (EP158).
- [96] The Landlord's issue is that the green bin smelled very bad. The Representative stated that there was compost that broke out of the compost bags. The Landlord submitted into evidence photographs of the green bin (EP149 and 150).

- [97] Upon review of the evidence presented, including the photographs submitted into evidence, it appears that the condition of the green bin is due to the Tenants' normal usage of the bin, namely for disposing of compostable materials.
- [98] There is no issue with bin sorting, meaning that there were no recyclable or black bin items in the green bin. There is a low cleanliness standard for green bins at the end of a tenancy as their very purpose is for storing compostable waste until it is collected by the Island Waste Management Corporation.
- [99] In these circumstances, I find that the Landlord's green bin cleaning claim is denied.

Administration Fees

- [100] The Landlord claimed against the Tenants due to two returned rent payments, in the amount of \$50.00.
- [101] Although the Tenants have established a claim against the Landlord regarding bedbugs in the Unit, the Tenants were still required to pay rent on time. Subsection 19(1) of the *Act* states:

A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

- [102] Schedule D, clause 12 of the Tenancy Agreement states:

"Payment methods accepted: pre-authorized debit or post dated checks . A \$25.00 NSF charge will be applied to any returned item."

- [103] Clause 20(2)(d) of the *Act* states:

*A landlord may charge a fee for
(d) an administration fee of not more than \$25 for the return of a tenant's cheque by a financial institution...*

- [104] I find that clause 12 of the Tenancy Agreement is a permitted fee under clause 20(2)(d) of the *Act*. The evidence establishes that in May 2025 and June 2025 the Tenants had insufficient funds and the Tenants' form of payment was returned by the Landlord's financial institution.
- [105] The Landlord has established a claim of \$50.00.

Claim Offsets

- [106] The parties' established claims offset. The Landlord must pay the Tenants a balance of \$922.06, calculated as follows:

Claim Offsets	
Item	Amount
Tenants - bedbug compensation	\$1,410.97
Landlord - rent owing balance	-\$120.16
Landlord - cleaning	-\$318.75
Landlord - administration fees	-\$50.00
Balance	\$922.06

- [107] During the hearing the Tenants agreed that any amount awarded to the Tenants would be split 70% for KDN and 30% for DBWG, which is ordered below. Any further adjustments must be made directly between the Tenants.

Mandatory Tenancy Agreement Content

- [108] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.

- [109] Subsections 11(1) and (2) of the *Act* state:

- (1) *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.*
- (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
 - (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.*

- [110] The Landlord must comply with all requirements in the *Act* and prepare written tenancy agreements which include all mandatory information.

- [111] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

CONCLUSION

- [112] The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$2,754.03 for rent owing, as mutually agreed by the parties.

- [113] The parties' other established claims are offset. The Landlord must pay the Tenants the net amount of \$922.06 on the terms stated below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$2,754.03 for rent owing, as mutually agreed by the parties.
2. The Landlord must pay the Tenants the total amount of \$922.06 by November 17, 2025 through the following payments:
 - KDN (70%) – \$645.44
 - DBWG (30%) – \$276.62

Any further adjustments must be made directly between the Tenants.

DATED at Charlottetown, Prince Edward Island, this 17th day of October, 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.