INTRODUCTION

[1] This decision determines an application filed by the Tenants with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "*Act*").

[2] The Tenants seek to end the fixed-term tenancy early, on November 1, 2025.

[3] The Tenants also claim against the Landlords for return of rent and compensation, in the amount of $9,410.50.

DISPOSITION

[4] I find that the tenancy agreement will end on October 31, 2025.

[5] I find that the Landlords must pay the Tenants $1,886.28 by the timeline below.

BACKGROUND

[6] The Unit is a five-bedroom, three-bathroom, half of a side-by-side duplex, owned by the Landlords. The other half of the duplex is owned by a third-party (the "Neighbour").

[7] On April 1, 2022 the parties entered into a written, fixed-term tenancy agreement, which they renewed yearly. A $2,600.00 security deposit was paid.

[8] On January 26, 2025 the parties signed a *Form 1 Standard Form of Tenancy Agreement* for the period of April 1, 2025 to April 1, 2026. Rent in the amount of $2,742.00 is due on the first day of the month. The amenities included were: water, washer & dryer, appliances (cooking) stove, refrigerator, microwave, parking and snow removal. The amenities excluded were: heat, electricity, grass cutting and minor repairs.

[9] On September 3, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office requesting to end the fixed-term tenancy early and compensation.

[10] On September 4, 2025 the Tenants served the Landlords a *Form 3 Tenant Notice of Termination* (the "Notice") to end the tenancy agreement on December 1, 2025.

[11] On September 10, 2025 the Tenants amended the Application to change the amount of compensation requested.

[12] On September 11, 2025 the Rental Office mailed and emailed the parties a notice of teleconference hearing scheduled for October 16, 2025.

[13] On September 29, 2025 the Tenants amended the Application again to change the end date of the fixed-term to November 1, 2025 and the amount of compensation requested. The Tenants also amended the Notice to reflect the newly requested end date of the tenancy agreement.

[14] On October 10, 2025 the Rental Office provided the parties a TitanFile link for a 356-page PDF and 1-video evidence package.

[15] On October 16, 2025 the Tenants, the Tenants' witness and the Landlords joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

[16] I amend the Application to include both the Landlords' names under clause 80(3)(f) of the *Act*.

ISSUES

A. Should the tenancy agreement be terminated early?

B. Must the Landlords compensate the Tenants?

ANALYSIS

Issue A.

[17] For the reasons below, I find the tenancy agreement is terminated effective October 31, 2025.

Legal Basis

[18] Subsection 51(1) of the *Act* states:

> *A tenancy shall be terminated only in accordance with this Act*.

[19] Subsection 55(3) provides the rules for ending a fixed-term tenancy, stating:

> *A tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that*
> *(a) is not earlier than one month after the date the landlord receives the notice;*
> *(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and*
> *(c) is the day before the day that rent is payable under the tenancy agreement.*

[20] The Tenants request that the fixed-term tenancy agreement end effective November 1, 2025. The Tenants allege that the Landlords have failed to repair and maintain the Unit in a reasonable timeframe, leaving the Unit with significant power loss for fifty-nine days. The Tenants have found new living accommodations for November 2025.

[21] The Landlords do not object to the Tenants vacating early. However, they argue that the tenancy agreement should end November 30, 2025. The Landlords stated that an associate of the Tenants posted negative comments on social media about them personally and about the Unit, which has impeded their efforts in publically advertising the Unit. The Landlords have only advertised the Unit in closed social media community groups.

Determination

[22] The fixed-term ends on April 1, 2026. This means 41.7% of the term remains. Put another way, the Tenants would be responsible for $13,710.00 in rent for the remainder of the agreement.

[23] Subsection 55(3) of the *Act* does not provide the Tenants with the ability to end the fixed-term earlier than the date specified in the tenancy agreement, which in this case is April 1, 2026. I note that sections 56, 56.1 and 57 of the *Act* are not applicable to this case.

[24] I find that the Notice does not comply with subsection 55(3) of the *Act* because the termination date is earlier than the end of the fixed-term under clause 55(3)(b). Therefore, the Notice does not end the tenancy early.

[25] However, I must also consider whether the tenancy agreement should end under clause 85(1)(o).

[26] After considering the evidence and the parties' testimony, I find that there is little doubt that the landlord-tenant relationship between the parties has deteriorated.

[27] I note that the electrical power loss started on August 4, 2025 and was not resolved until October 2, 2025. Despite the resolution to the power, the Tenants are vacating the Unit by November 1, 2025, and have found new accommodations.

[28] I have the ability under clause 85(1)(o) to terminate a tenancy agreement. I find that the facts in this case are truly unfortunate and that both parties have suffered financial hardship and distress as a result of the electricity issue in the Unit.

[29] I find that the evidence does not establish that the Landlords have contravened the *Act*. However, I also find that the evidence supports a devaluation of the tenancy agreement. Further analysis on these findings will be provided later in this Order.

[30] The Tenants have stated their intention to vacate at the end of October 2025. If the tenancy was not to end, then the Tenants would effectively abandon the Unit. This would trigger the Landlords' duty to mitigate losses under section 46 of the *Act*.

[31] The Landlords have stated that they have been impeded from properly mitigating. I find that the evidence does not support this conclusion. The Landlords have not attempted to advertise the Unit on a public platform and are only assuming that they will be unsuccessful. There is no evidence to suggest that the Tenants' associate's negative comments will *actually* have a negative impact finding new tenants.

[32] Section 55 of the *Act* provides for termination dates on the day before the day rent is due.

[33] In this case, rent is due on the first day of the month. As a result, I find that the tenancy agreement is terminated effective 5:00 p.m. on October 31, 2025.

[34] **I remind the Landlords that they have fifteen days from the end of the tenancy to either return the security deposit, plus interest or file an application with the Rental Office seeking to keep a portion or all of the security deposit amount. The interest calculator can be found on the Rental Office's website.**

Issue B.

Legal Basis

[35] The Tenants claim against the Landlords in the amount of $9,410.50 for return of rent and compensation, calculated as follows:

Item	Amount
Return of pro-rated August rent (24 days / 31 days x $2,742.00)	$2,122.84
Return of September rent (30 days)	$2,742.00
Return of pro-rated October rent (2 days / 31 days x $2,742.00)	$176.90
Reimbursement for food (August to October 2025)	$4,081.69
Reimbursement for internet bill ($2.49/day) ($215.69 + $67.28)	$282.97
Overpaid rent ($1.00 x 5 months)	$5.00
Total	$9,410.50

[36] Subsection 28(1) of the *Act* requires a landlord to repair and maintain a rental unit, stating:

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.

[37] For the reasons below, I find that the evidence does not establish that the Landlords have contravened subsection 28(1) of the *Act*. However, the evidence establishes that the tenancy agreement was devalued. As a result, the Landlords must compensate the Tenants in the amount of $1886.28 by the timeline below.

Summary of the Evidence

[38] The parties did not dispute the timeline of events submitted by the Tenants into evidence. The parties also did not dispute that the Landlords owed the Tenants $5.00 for a $1.00 monthly overpayment of rent from April 2025 to August 2025.

[39] The Tenants' evidence is summarized as followed.

[40] On August 4, 2025 the Tenants noticed electrical issues and wasp issues at the Unit. The Tenants texted message the Landlords. The appliances were not working, the hot water was not working and only a few lights in the Unit managed to operate.

[41] On August 6, 2025 the Landlords arrived at the Unit, along with an electrician who inspected the Unit. Maritime Electric arrived to assess the power pole for the Unit.

[42] On August 7, 2025 it was determined that the issue was from an underground wire. The Tenants stated that they are seeking a return of rent from this date onwards.

[43] Between August 11 and 18, 2025 the parties communicated back and forth regarding updates, insurance inquires and further complaints regarding the wasp issue.

[44] On August 19, 2025 First Onsite completed an inspection, and a pest control company sprayed the wasp nest.

[45] On August 28, 2025 the Tenants requested that the Landlords provide compensation for August's rent and they wanted to discuss compensation for September's rent.

[46] The timeline references numerous correspondences between the Tenants, the Landlords, electricians, the municipality and insurance providers throughout September 2025.

[47] The Tenants stated that they opened an insurance claim, however, there was numerous delays, and the Landlords would not provide adequate information to the Tenants' insurance company. The Tenants stated that their claim was closed because there was no conclusive finding on what caused the underground electricity wire issue.

[48] On October 2, 2025 an overhead wire was installed to the Unit and the electrical issue was resolved.

[49] The Tenants stated that they had to purchase fast-food and eat-out regularly because they were unable to use their appliances in the Unit for fifty-nine days. Further, the Tenants were unable to properly bath due to the lack of hot water. The Tenants stated that they lived in the Unit for the entire time, but it was very disruptive and negatively impacted their daily routines.

[50] The Tenants stated that the issues in the Unit went on for an unreasonable length of time. The Tenants stated that they paid the full amount of rent every month, despite not having full use and enjoyment of the Unit. The Tenants stated that the Landlord did not properly inform and/or communicate with her insurance adjuster, which caused the claim to be closed. The Tenants stated that this prevented compensation for the loss of food and cost incurred from having to purchase fast-food and take-out from August to October 2025.

[51] The Tenants are seeking the full amount of their rent returned from August 7 to October 2, 2025. The Tenants are also seeking reimbursement for the cost of food for one of the Tenants and their daughter, in the total amount of $4,081.69. The Tenants are also seeking reimbursement for their internet bills. The Tenants stated that they were unable to access and/or use the internet due to the electrical power issues from August 4 to October 2, 2025. The Tenants submitted the internet bills into evidence and redacted bank statements.

[52] The Landlords' evidence is summarized as followed.

[53] The Landlords stated that they immediately called an electrician, and ended up calling five different electricians. The Landlords stated that they inspected the Unit with an electrician on August 6, 2025, however, they were not confident in the electrician's assessment of the power issue.

[54] The Landlords stated that throughout the process they also contacted Maritime Electric, their insurance company and the municipality regarding the electrical issue. The Landlords stated that they dealt with the wasp issue, however, it was less of a priority at the time due to the electrical issue.

[55] The Landlords stated that they took reasonable steps to resolve the electrical and wasp issues in the Unit. The Landlords stated that they did not have control over the process, and that they were met with delays and impediments throughout the process.

[56] The Landlords stated that one of the electricians concluded that a faulty wire underground needed to be fixed, which required digging into the ground. The Landlords stated that the electricians provided a $10,000.00 estimate without any financing options.

[57] The Landlords stated that in order to dig on the property, they needed permission from the Neighbour as part of the dig would be on the Neighbour's property. The Landlords stated that the Neighbour refused to give permission.

[58] The Landlords stated that there was an option to install an overhead wire to the Unit. The Landlords stated that this was a cheaper and quicker option than digging. The Landlords stated that the Neighbour still opposed this option, however, the Landlords stated that they continued with the installation and would deal with any legal dispute with the Neighbour later.

[59] The Landlords stated that it cost approximately $4,800.00 out-of-pocket to complete the work, and there were no insurance claims open to reimburse these expenses.

[60] The Landlords stated that the work would have been done much sooner if not for these delays. The Landlords submitted numerous pages of correspondence with the Tenants, different electricians, insurance companies and the Neighbour.

[61] The Landlords stated that the Tenants continued to live in the Unit and that despite the electrical issue, the Unit was still livable. The Landlords stated that rent should not be returned and that any compensation for food should be through the Tenants' insurance. The Landlords stated that internet was the Tenants' responsibility under the tenancy agreement.

Determination

[62] For the reasons below, I find that the Landlords must pay the Tenants $1,886.28 by the timeline below.

[63] As mentioned earlier, both parties have suffered financial hardship and distress as a result of the Unit's electricity. The evidence does not establish that the issue was either the Tenants or the Landlords' fault.

[64] The parties submitted a large volume of documentary evidence, which included correspondences, timelines, letters of support, witness testimony, letters from electricians, photographs, invoices, and bank statements. I find that the evidence does not support that the Landlords have contravened their duties to repair and maintain the Unit under the *Act*.

[65] In Order LR23-24 the Island Regulatory and Appeals Commission made the following comments regarding a landlord's duty to repair (paragraphs 12 and 14):

> *The Commission finds that while some issues were attended to quite promptly, resolution of other issues were delayed due to a combination of factors – such as availability of skilled tradespeople and necessary cancellations. These types of problems in getting repair work done are, unfortunately, common in the province. It is common knowledge that there is a shortage of skilled tradespersons available to do work resulting in delays. These delays have been greatly increased as a result of the significant damage done by Hurricane Fiona. The public, in general, is faced with these delays every day. Noting this fact, the evidence is clear that the Landlord attended to the complaints and repairs in as timely a manner as the current circumstances permit. The Premises are an older building and the evidence suggests that the Tenant and her co-occupants lived in the Premises continuously while the work was done.*
>
> *The Commission agrees with and adopts the reasoning set out in Director's Order LD23-162 and notes that the repairs and improvements detailed in said Order have been completed and that a return of rent is not justified.*

[66] The evidence supports the finding that the Landlords took immediate and reasonable steps to address the electricity issues in the Unit. It is unfortunate that it took fifty-nine days for the electricity issue to be resolved, however, there were delays and many factors to consider – i.e., professional opinions, pricing, availability, insurance and the Neighbour's property rights. Therefore, I find that in these circumstances, the Landlords have not contravened the *Act*.

[67] However, I find that the evidence supports that the tenancy was devalued, as a result of the electricity issue. The tenancy includes appliances, which the Tenants were unable to use for fifty-nine days. Further, due to the electricity loss, the Tenants were unable to cook, properly bathe and use the internet, which devalued the tenancy and reduced use/enjoyment.

[68] The Tenants are seeking a full return of rent and compensation for the cost of food and internet. I find that the evidence does not support the Tenants' entire request.

[69] I find that the Tenants are entitled to 20% of their claim. I come to this conclusion based on considering many factors in this case, particularly, the length of time (fifty-nine days), the efforts put forward by the Landlords, the loss of appliances and its negative effects, which have devalued the tenancy. Further, I also considered the overall loss of use and enjoyment of the Unit based upon the loss of electricity, which have impacted the Tenants ability to cook and bathe. A 20% return of rent is appropriate in these circumstances, along with 20% compensation for out-of-pocket expenses, directly related to the Tenants' loss. This amount is calculated as follows:

Item	Amount
20% Return of pro-rated August rent (24 days / 31 days x $2,742.00)	$424.57
20% Return of September rent (30 days)	$548.40
20% Return of pro-rated October rent (2 days / 31 days x $2,742.00)	$35.38
20% Reimbursement for food (August to October 2025)	$816.34
20% Reimbursement for internet bill ($2.49/day) ($215.69 + $67.28)	$56.59
Overpaid rent ($1.00 x 5 months)	$5.00
Total	$1,886.28

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement between the parties will terminate effective 5:00 p.m. on October 31, 2025.

2. The Landlords must pay the Tenants $1,886.28 by November 27, 2025.

DATED at Charlottetown, Prince Edward Island, this 27th day of October, 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.