

INTRODUCTION

- [1] This decision determines an application filed by the Tenants with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Tenants seek a determination that water and sewer (the “Utilities”) are included services under the tenancy agreement and that the Landlord must compensate the Tenants for Utilities expenses incurred, in the amount of \$263.90.

DISPOSITION

- [3] The Utilities are not included services under the tenancy agreement and no compensation is established.

BACKGROUND

- [4] The Landlord is the property manager for the Unit, which is a three-bedroom, two-bathroom, single-family home.
- [5] The parties signed a written, fixed-term tenancy agreement for the period of March 17, 2025 to February 28, 2026. The Tenants paid a \$2,700.00 security deposit. Rent in the amount of \$2,700.00 is due on the first day of the month. The parties disagree about the included services.
- [6] On August 11, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office. The Application was amended and served on August 14, 2025.
- [7] On September 17, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for October 23, 2025, along with a copy of the Application.
- [8] On October 15, 2025 the Rental Office emailed the parties a 49-page PDF evidence package.
- [9] On October 23, 2025 the Tenants and the Landlord's representative (the “Representative”) 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.

ISSUE

- A. Are Utilities included services under the tenancy agreement?

ANALYSIS

Legal Basis

- [10] The parties disagree regarding the services that are included in the monthly rent, particularly the Utilities. The Tenants filed the Application seeking a determination of the rights and obligations of the parties under the tenancy agreement.
- [11] Subsection 1(w) of the *Act* defines *tenancy agreement* as follows:

means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and the provision of services and facilities.

- [12] Subsection 1(s) of the Act defines *service or facility* in part as follows:

means any service or facility that is provided or agreed to be provided by the landlord to the tenant of a rental unit, including but not limited to

...

(ii) utilities and related services.

- [13] Subsection 11(2) of the Act sets out mandatory information for every tenancy agreement, stating in part:

The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes

...

(f) the services and facilities included in the rent.

- [14] For the reasons below, I find that the Utilities are not included services under the tenancy agreement.

Summary of the Evidence

- [15] A copy of the tenancy agreement was submitted. Clause 4 stated in part:

*The rent mentioned above includes the following services, appliances, and facilities:
Fridge, Stove, Microwave, Dishwasher, Washer/Dryer,
Attached Heated Garage
Paved Drive-way*

Tenants are responsible for providing proof of connection to Maritime Electric before move-in.

...

The Lessee is responsible for any and all services...

- [16] The Tenants' evidence is that they believed water and sewer was included in the rent. The Tenants stated that they were aware of the Unit's advertisement, however, they did not look closely at the advertisement's description because their primary focus was that the Unit was pet friendly.
- [17] The Tenants argued that generally water and sewer is the Landlord's responsibility and is included in the rent.
- [18] The Tenants stated that they based their knowledge of the tenancy on the tenancy agreement and the water and sewer is not mentioned in the tenancy agreement.
- [19] The Tenants stated that on July 31, 2025 they received notice from the Landlord about an outstanding water and sewer bill. The Tenants stated that the water and sewer account was not in their name and the municipality would not allow them to pay the bill.
- [20] The Tenants stated that on August 1, 2025 an automatic withdrawal was taken from their bank account for the water and sewer bill. The Tenants stated that the Landlord should not have taken the funds without the Tenants' permission. The Tenants denied the Representative's testimony (see below) that the payment was manually approved by them.
- [21] The Landlord's evidence was presented by the Representative.
- [22] The Representative stated that the owner does not include water and sewer services in the rent for any of his properties, including the Unit.

- [23] The Representative stated that every tenancy agreement with the Landlord only lists the *included services* and that the *excluded services* are not listed.
- [24] The Representative stated that the Unit was advertised with the following details:
- Bedrooms: 3*
Bathrooms: 2
Heat Included: NO
Utilities Included: NO
Water and Sewer Included: NO.
- [25] The Representative stated that the Tenants would have also seen the tenancy details on the website, where the Tenants completed their application for the Unit.
- [26] The Representative stated that the water and sewer charge was not taken out by the Landlord. The Tenants would have approved any charges taken out through the Landlord's portal. The Representative stated that moving forward the water and sewer bill will be mailed to the Tenants in advance to give the Tenants more time to make the payment to the municipality.

Determination

- [27] The Tenants argue that generally water and sewer is a landlord's responsibility, and because water and sewer is not mentioned in the tenancy agreement, it is included in the rent.
- [28] The Landlord argues that only included services are stated in the tenancy agreement, and that the details in the advertisement stated that water and sewer were not included in the rent.
- [29] I find that the evidence does not establish that water and sewer is included in the rent. The *Act* only requires a tenancy agreement to list the *included services*. In other words, a landlord is not required to also list the excluded services in a tenancy agreement.
- [30] The advertisement for the Unit clearly stated that water and sewer was not included in the rent. Further, the Tenants did not provide evidence to suggest that the parties negotiated any changes from the exclusion of water and sewer. I also find that the terms of the tenancy agreement stated that the Tenants were responsible for any and all services.
- [31] The Tenants expressed displeasure that the water and sewer payment was taken from their account without their permission. Based on the evidence submitted, I find that the Landlord's portal and Tenants' prior approval led to the circumstances in this case. I accept the Landlord's evidence that moving forward the Tenants will be given notice to when a payment for water and sewer is due.
- [32] I find that the Application is denied. The Utilities are not included services under the tenancy agreement and no compensation is established.

IT IS THEREFORE ORDERED THAT

1. The Utilities are not included services under the tenancy agreement and no compensation is required.

DATED at Charlottetown, Prince Edward Island, this 10th day of November, 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.