

## INTRODUCTION

- [1] This decision addresses two applications filed by the Tenant and the Landlords with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Tenant alleges that the Landlords breached the Tenant's rights in numerous instances and seeks compensation in the amount of \$13,700.00, as well as the return of the security deposit with accrued interest.
- [3] The Landlords seek to retain the Tenant's security deposit with accrued interest and claim additional compensation for unpaid rent, cleaning and repairs, in the total amount of \$5,125.00.

## DISPOSITION

- [4] I find that the Tenant has partially established her claims, in the total amount of \$2,775.04.
- [5] I find that the Landlords have partially established their claims in the amount of \$2,800.00. After deducting the Tenant's security deposit and accrued interest in the total amount of \$921.20, the net amount owing is \$1,878.80.
- [6] The respective awards are set off against one another; and therefore, the Landlords will pay the Tenant the net amount of \$896.24 in accordance with the timeline set out below.

## BACKGROUND

- [7] The Unit is a one-bedroom, one-bathroom furnished cottage located on a farm (the "Residential Property") owned by the Landlords. The Residential Property included fields consisting of:
  - a rectangular, unfenced "front" hay field North of the Unit;
  - an irregularly shaped, partially fenced grass pasture South of the Unit containing an approx. 8'x10' run-in shed;
  - an irregularly shaped, partially fenced grass pasture South of one of the Landlord's dwellings containing a wooded area with windfall debris from Hurricane Fiona; and,
  - a square, partially fenced paddock South of the other Landlord's dwelling (containing an approx. 12'x20' run-in shed).
- [8] On April 10 and 11, 2025 the parties signed a fixed-term *Form 1 Standard Form of Tenancy Agreement* for the period of May 1, 2025 to April 30, 2026 (the "Tenancy Agreement"). Rent in the amount of \$1,800.00 was due on the first day of the month. A \$900.00 security deposit was paid.
- [9] The included services and facilities stated were: "*heat, hot water, electricity, Starlink, TV services, dogs allowed with waste pick-up around buildings, snow removal, grass cutting, propane stove added by September, heat pump added by end of June. No smoking in rental unit.*"
- [10] The excluded services and facilities stated were: "*horse care.*"
- [11] Also included in the Tenancy Agreement was a Schedule "D" which stated: "*Two horses maximum are permitted on property and are the sole responsibility of tenant. [The Landlords] will keep fences in proper condition.*"
- [12] On April 30, 2025 the Tenant moved into the Unit.

- [13] On July 18, 2025 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* effective August 31, 2025 (the "Notice") for non-payment of rent, repeatedly late rent payments and ending an employment relationship.
- [14] The particulars of termination stated: "*Did not ask permission to erect dog run.*"
- [15] On July 28, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking to dispute the Notice, seeking compensation against the Landlords and seeking a determination that the Landlords breached the Tenant's rights. The Tenant served the tenant's application to the Landlords by email and hand-delivery.
- [16] In the Tenant's application the Tenant requested an in-person hearing.
- [17] On August 15, 2025 the Tenant vacated the Unit.
- [18] On August 25, 2025 the Tenant amended the *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application"). The Tenant served the Landlords with the Tenant Application by email.
- [19] On August 26, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit and additional compensation for rent owing, cleaning and repairs. The Landlords taped the Landlords' application to the Unit's front door.
- [20] On August 30, 2025 the Tenant collected the last of the Tenant's personal belongings and gave up possession of the Unit.
- [21] On November 10, 2025 the Landlords amended the *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application"). The Landlords served the Tenant with the Landlord Application by email.
- [22] On November 12, 2025 the Rental Office emailed the parties notice of a hearing scheduled for January 13, 2026. The method for the hearing was undetermined.
- [23] On December 17, 2025 the Tenant was given an extension of the evidence deadline.
- [24] On December 23, 2025 the Rental Office sent the Tenant a letter denying the Tenant's request for an in-person hearing.
- [25] On December 29, 2025 the Rental Office sent the parties a revised notice of a teleconference hearing scheduled for January 13, 2026.
- [26] On December 29, 2025 the Rental Office emailed the parties a 101-page PDF evidence package.
- [27] On January 12, 2026 the Tenant emailed the Rental Office and the Landlords additional evidence, which included a 15-page PDF.
- [28] On January 13, 2026, before the hearing, the Tenant emailed the Rental Office and the Landlords more additional evidence, which included a 21-page PDF.
- [29] On January 13, 2026 the Tenant and the Landlords participated in the hearing. The parties confirmed that they received the 101-page evidence package, the 15-page and the 21-page additional evidence documents submitted by the Tenant.
- [30] The Tenant stated that her application filed on July 28, 2025 was missing from the evidence package. The full 32-page PDF was included in the record, although 25-pages were in the 101-page evidence package. The missing documents were included in the record and the Landlords confirmed that they had received the missing documents.

- [31] The Landlords submitted a short video-recording, which was proof of service for the August 26, 2025 Landlord Application. It appears that the video-recording was not forwarded to the Tenant. However, the Tenant confirmed that she received the original and the amended Landlord Application at the hearing.
- [32] After the hearing concluded, the Tenant submitted two documents, which the Tenant emailed to the Rental Office and the Landlords. The Landlords commented on the contents of the two documents during the hearing but did not provide any written responses. The two documents were included in the record.

## PRELIMINARY MATTERS

- [33] The Tenant brought forward three preliminary matters.
- [34] First, the Tenant stated that the tenant's application dated July 28, 2025 was missing from the evidence package.
- [35] Second, the Tenant stated that in the Tenant Application she requested an in-person hearing. The Tenant stated that the Rental Office has discretion to decide the mode of hearing, but the decision was made without inviting submissions from the parties. The Tenant stated that denying the request without inviting submissions was procedurally unfair.
- [36] Third, the Tenant stated that in the Tenant Application she requested a mediation avenue for the dispute. The Tenant stated that she did not receive a response from the Landlords or the Rental Office. The Tenant stated that the *Act* provides for mediation and now the parties are at the hearing without exploring the possibility of a less adversarial means of settling the dispute.
- [37] During the hearing, I addressed the Tenant's three preliminary matters. The first matter was resolved by clarifying with the parties that the missing evidence was included in the record and confirming that the parties had previously received the missing evidence.
- [38] The second matter was addressed by the Director of the Rental Office in a letter to the Tenant dated December 23, 2025. The letter outlined that the teleconference format is the standard practice for the Rental Office unless there is a request for an accommodation. The Tenant's request to have an in-person hearing was not to accommodate a disability and was not needed due to an inability to fairly participate in the teleconference hearing and therefore it was denied.
- [39] The third matter is a discretionary option available under the *Act*. I note that the Tenant Application does mention the Tenant's openness to mediation, stating: "*Notwithstanding the likely necessity of a hearing, I am open to resolving this dispute by way of third-party mediation, should that be of interest to the Landlord and feasible for the Rental Office.*"
- [40] I note that there was no formal request for mediation from the Tenant other than the above noted mention in the Tenant Application and the Landlords did not respond to the mediation request in the Tenant Application.

## ISSUES

- A. Did the Landlords breach the Tenant's rights and must the Landlords compensate the Tenant?
- B. Does the Tenant owe rent to the Landlord? Must the Tenant compensate the Landlords for cleaning and repairs?

## ANALYSIS

### A. Did the Landlords breach the Tenant's rights and must the Landlords compensate the Tenant?

#### Summary of the Evidence & Findings

- [41] The Tenant has the onus to prove their claims against the Landlords on the civil standard of a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.
- [42] The Tenant alleges that the Landlords breached the Tenant's rights in numerous ways. As a result of these alleged breaches the Tenant alleges the tenancy was devalued and the Tenant is seeking compensation in the total amount of \$13,700.00. The Tenant is also seeking a determination that the Landlords breached the Tenant's rights and the return of the security deposit.
- [43] I note the Tenant's total amount of her individual claims vary based on the amended Tenant Application's submissions and the Tenant's affidavit, which are included in the evidence.
- [44] The Tenant stated that she is seeking a reasonable outcome based upon the accepted facts.

#### Bad Faith Eviction

- [45] The Tenant is seeking \$1,500.00 for inconvenience as a result of the Landlords evicting the Tenant in bad faith. The Tenant is also seeking compensation for the on-going higher living costs for her alternate living arrangements, in the amount of \$4,000.00 (\$500.00/month x 8-months).
- [46] The Tenant stated that the Landlords' bad faith eviction and erratic, intimidating behaviour put the Tenant under pressure to find alternate living arrangements. The Tenant stated that eviction was unnecessary because she offered to pay rent to the Landlords.
- [47] The Tenant stated that the actual out-of-pocket expenses for searching for new accommodations were the car trips and a rental trailer, at a total cost of \$400.00. The Tenant stated, however, that the bad faith eviction was done in a mean spirit and that the inconvenience of this matter should be considered regarding the Tenant's \$1,500.00 claim.
- [48] The Tenant stated that having to move twice in a three-month period was disruptive.
- [49] The Tenant stated that she had to find alternate living arrangements because of the Landlords' bad faith eviction. The Tenant stated that Prince Edward Island and particularly Charlottetown have a very low vacancy rate, and that she has a dog, which limits many availabilities in the rental market.
- [50] The Tenant stated that her new rent is \$1,925.00 plus utilities and boarding fees for her horse. The Tenant stated that the Landlords should be responsible for the \$500.00 a month increased costs over the fixed-term period of the Tenancy Agreement. The Tenant stated that the \$500.00 a month includes the \$125.00 rent increase, \$75.00 in approximate internet fees, \$200.00 in approximate heating fees and \$100.00 in horse boarding fees.
- [51] The Tenant stated that the horse boarding fees were \$450.00 a month until September 2025 and then increased to \$575.00 a month.
- [52] The Landlords stated that the Notice was served to the Tenant for not paying July or August rent, paying June's rent late and erecting a dog kennel, which caused damage. The Landlords denied the bad faith claims.

- [53] The Landlords stated that the Tenant's claims are unreasonable because moving costs are expected costs after being evicted.
- [54] I have reviewed the evidence and submissions.
- [55] The Tenant's financial claim stems from the Landlords allegedly serving the Notice in bad faith. Subsection 65(1) of the *Act* states:
- (1) *A former tenant may make an application to the Director under section 75 to determine whether a landlord gave a notice of termination under sections 62, 63 or 64 in bad faith.*
- [56] The Tenant's financial claims reflect the types of remedies available under subsection 65(6).
- [57] I find that the evidence establishes that the Tenant was served with the Notice and the tenancy ended for non-payment of rent (60(1)); repeatedly late paying rent (61(1)(b)) and ending an employment relationship (66(1)). I note that the Notice also mentioned erecting a dog kennel without permission, although no reason was selected on the Notice to fit this basis.
- [58] I find that subsection 65(1) only permits a tenant to seek compensation for a bad faith eviction under sections 62, 63 or 64. In this case, the Tenant was not evicted under these sections. Therefore, I find that the Tenant cannot seek compensation for a bad faith eviction in this case.
- [59] The Tenant also seeks compensation based on the inconvenience of having to move out of the Unit. However, this type of compensation is based upon the discretionary powers I have under clause 85(1)(i), which state:
- (1) *After hearing an application, the Director may make an order*  
*(i) directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the tenancy agreement, and authorizing the tenant to offset that amount against future rent.*
- [60] The compensation for inconvenience is based on the Landlords contravening the *Act* or the Tenancy Agreement.
- [61] However, I find that the evidence does not establish that the Landlords contravened the *Act* or the Tenancy Agreement by serving the Notice to the Tenant. As will be discussed in further detail below. The evidence establishes that as of July 18, 2025 the Tenant owed rent to the Landlords, which was the date the Notice was served.
- [62] I find that despite the Tenant's evidence on the willingness to pay a reduced rent for July 2025, and the Tenant's genuine complaints regarding the tenancy, the Landlords did not serve the Notice in bad faith. Therefore, any compensation for bad faith under subsection 65(1), or compensation for inconvenience under clause 85(1)(i) is not established in this case. These claims are denied.

## Services & Facilities under the Tenancy Agreement

### Internet (Wi-Fi)

- [63] The Tenant is seeking \$800.00 (\$200.00 per month x 4 months) in compensation for poor or no internet services during the tenancy or an alternate amount supported.

- [64] The Tenant stated that included in the Tenancy Agreement was internet, which was provided by Starlink. The Tenant stated that the satellite services were unstable, unreliable, most often unavailable and despite repeated protests, the Landlords did not have the internet fixed or obtain an alternate service.
- [65] The Tenant stated that the tenancy was devalued and the unreliable internet service caused inconveniences throughout the tenancy. The Tenant stated that the cost of internet ranges around \$72.51 a month. Further, due to the unavailability and unreliability of the internet at the Unit, the Tenant was unable to work from home, which she was permitted to do twice weekly. The Tenant stated that she had to commute 50 kilometers to her work twice weekly in May 2025 and June (approximately 16 trips) and 30 kilometers to the public library in Montague twice weekly in July 2025 and the first half of August 2025 (approximately 6 trips).
- [66] The Tenant stated that having to commute on days that should have been work-from-home days caused inconvenience and added costs of \$275.00 in out-of-pocket expenses for travelling.
- [67] The Tenant stated that she brought these issues to the Landlords on many occasions, and one of the Landlords even stated that they were having issues with the wi-fi as well.
- [68] The Landlords stated that the internet was adequate for rural service. The Landlords stated that it was the Tenant's lack of proficiency with technical things and the web that was the problem. The Landlords stated that there was, however, a wire issue related to the internet service, which got replaced.
- [69] I have reviewed the evidence and submissions.
- [70] The evidence presented establishes that internet (Wi-Fi) was an included service in the Tenancy Agreement. The signed Tenancy Agreement, written correspondence between the parties and testimony of the parties supports this finding.
- [71] The Tenant's evidence shows a chain of written complaints to the Landlords about the connectivity and overall internet service. In the chain of communication between the parties, the Landlord stated *"Yes – I'm on it not to worry. It's Starlink – I was just next to it and my phone had a great signal... I'll make you have good wi-fi."*
- [72] I find that the evidence establishes that the tenancy was devalued based upon the connectivity issues with the internet, which was an included service in the Tenancy Agreement.
- [73] The parties provided conflicting evidence regarding the severity and consistency of the connectivity issues with the internet.
- [74] However, on a review of the evidence, I find that the Tenant provided credible and reliable evidence to establish the consistency of the connectivity of the internet. Although it is not uncommon to expect some connectivity issues in a rural area, I find that, in this case, the connectivity issues were substantial enough to devalue the tenancy.
- [75] Therefore, I find that the Tenant is entitled to \$565.04 in compensation for the devaluation of the tenancy. This amount is calculated based on the Tenant's evidence. I find that \$72.51 monthly is a reasonable deduction of the monthly rent in this case. I further find that the \$275.00 out-of-pocket expenses for travelling inconveniences are awarded. Despite the Tenant not providing receipts for the travelling expenses, I find that the amount sought is reasonable in this case based on the Tenant's direct testimony and because of the inconveniences created by the Landlords' breach of the Tenancy Agreement.

- [76] I use the word “breach” in a broader sense in this case. It is not my finding that the Landlords have deliberately or intentionally caused the internet connectivity issues. However, I find that the evidence supports that because of the connectivity issues, which were an included service under the Tenancy Agreement, caused a devaluation of the tenancy. As an included service it was the Landlords responsibility to adequately fix or remedy the issue in a reasonable time.
- [77] The Tenant’s claim is allowed in part. The total amount awarded is \$565.04 (\$72.51 x 4-months + \$275.00).

### Heat Pump (air conditioning)

- [78] The Tenant is seeking \$800.00 (\$200.00 per month x 4 months) in compensation for the Landlords failing to install a heat pump for air conditioning by June 30, 2025 as stated in the Tenancy Agreement.
- [79] The Tenant stated that the tenancy was devalued because the Landlords failed to install a heat pump for air conditioning during the very hot summer months.
- [80] The Landlords stated that there were delays with shipping the new heat pump. The Landlords did not dispute the Tenant’s claim; however, they disputed the amount. The Landlords stated that \$500.00 was a reasonable amount to award for the devaluation of the tenancy.
- [81] I have reviewed the evidence and submissions.
- [82] The evidence establishes that the heat pump was an included service under the Tenancy Agreement. However, the Landlords had until June 30, 2025 to install the heat pump. The evidence establishes that the parties agree that the heat pump was never installed in the Unit. As a result, I find that the Landlords breached the Tenancy Agreement resulting in a devalue of the tenancy.
- [83] The parties have provided a range of \$800.00 to \$500.00 for compensation for the devaluation of the tenancy. I find that the Landlords’ submissions of \$500.00 to be reasonable in these circumstances. I find that the Tenancy Agreement required that the Landlords install the heat pump by June 30, 2025. That means the Landlords were in breach of the Tenancy Agreement for July and August 2025, until the tenancy ended.
- [84] I find that based on the evidence presented a \$250.00 monthly deduction is fair and reasonable in this case. I find that the tenancy was devalued for the very hot summer months without having proper air conditioning which was agreed to be provided in the Tenancy Agreement.
- [85] The Tenant’s claim is allowed in part, in the total amount of \$500.00 (\$250.00 monthly x 2 months).

### Exclusive Use of the Run-in Sheds & Fencing

- [86] The Tenant is seeking \$6,900.00 (\$575.00 monthly x 12 months) in compensation for the Landlords failing to fence paddocks and provide exclusive use of the two run-in sheds. The Tenant stated that she is seeking compensation for the entirety of the fixed-term Tenancy Agreement which would have ended on April 30, 2026. The Tenant stated that if the evidence supports an alternate amount, then that is acceptable. The Tenant stated that \$200.00 monthly would be on the very low end, based on the Landlords’ recent advertisement for the Unit and the Residential Property.
- [87] The Tenant stated that the Landlords agreed that both run-in sheds, the fence paddock and the “front” field would be included in the Tenancy Agreement. The Tenant submitted a message dated April 6, 2025 where the Tenant summarized the services and facilities included based on an earlier oral conversation with one of the Landlords. The Tenant stated that the message was “liked” by one of the Landlords, which the Tenant stated demonstrated an agreement by the Landlords.

- [88] The Tenant stated that the Landlords agreed to remove their personal belongings (i.e., farm equipment, gates, moving blankets, etc.) from the run-in sheds as well as any items not needed in the Unit.
- [89] The Tenant stated that the fences were not completed when she moved into the Unit. The Tenant stated that this prohibited her from bringing her horse to the Residential Property and she lost the opportunity to adopt a second horse.
- [90] The Tenant stated that the Landlords promised to clear the run-in sheds, repair the existing fencing and install new fencing where there was none by May 1, 2025. The Tenant stated that the Residential Property was unsafe for a horse.
- [91] The Tenant stated that the Landlords did not complete the promised work. The Tenant stated on or around June 5, 2025 she arranged limited-service boarding for her horse, which cost \$450.00 monthly. The Tenant stated that she was required to travel 20 kilometers about five times week to care for the horse. The Tenant stated that the travel costs were approximately \$360.00 (five times a week for twelve weeks at the cost of \$6.00 per trip).
- [92] The Tenant submitted photographs of the Residential Property's incomplete fences, fields and run-in sheds into evidence.
- [93] The Tenant stated that on September 13, 2025 she entered into a new boarding agreement which is \$575.00 monthly. The Tenant stated that these are additional costs incurred based on the Landlords' bad faith eviction.
- [94] The Landlords stated that the horse was able to come to the Residential Property any time in June 2025. The Landlords stated that the back field was ready with a separate barn and paddock. The Landlords stated that the front field was not completed and that was an on-going project.
- [95] The Landlords denied making promises as described by the Tenant.
- [96] The Landlords stated that it was unnecessary for the Tenant to find alternate arrangements for her horse. The Landlords stated that there have been horses in the past that used the back field. The Landlords stated that the work for the fields, and run-in sheds could have been completed quickly. The Landlords stated that plastic posts could have been quickly erected in the fields with the missing fencing.
- [97] The Landlords stated that one of the Landlords had significant health issues in the summer of 2025 and was over-seas. The Landlords stated that the Tenant was difficult to deal with and had unreasonable demands.
- [98] I have reviewed the evidence and submissions.
- [99] I find that the Tenancy Agreement states that the Tenant was permitted a maximum of two horses on the "*property*" and the horse's care was the Tenant's responsibility. The Landlord was responsible for keeping the fences in proper condition.
- [100] I note that the Tenancy Agreement does not mention the run-in shed use or any specific use of paddocks or a specific field on the Residential Property.
- [101] However, the evidence presented establishes that the parties refined some of the details orally. The refined details were summarized in writing by the Tenant and sent to the Landlords. The evidence establishes that the Landlords "*liked*" the Tenant's message. I find that the evidence establishes an agreement between the parties, which provided some clarity to the intent of the terms of the Tenancy Agreement. Particularly, I find that the parties agreed that the Tenant would have access to the "*run-ins*" referring to the sheds, the "*fenced paddocks*" and "*front field*."

- [102] I find that the evidence presented establishes that the run-in sheds and the front-field was not ready for the horse's arrival at the beginning of the tenancy. The photographs submitted into evidence establish that throughout the tenancy the fences were not completed and the run-in sheds were full of the Landlords' personal items. Despite the Landlords' testimony of the back field being ready and the ability to quickly erect fences and remove personal items, I find that this work should have been completed prior to the start of the tenancy.
- [103] As a result, I find that the Landlords breached the Tenancy Agreement by not providing the Tenant access and use of the run-in sheds, paddocks and the front field. I further find that the evidence does not establish that the Landlords took reasonable steps to provide alternate accommodations for the Tenant while work was being completed on the front field.
- [104] The Tenant is seeking \$575.00 monthly for the 12-month duration of the Tenancy Agreement. I find that the evidence does not support this award.
- [105] I have already found that the tenancy ended on August 31, 2025 due to the Notice. I further found that the Landlords did not evict the Tenant in bad faith.
- [106] I find that the Tenant is only eligible for compensation until the end of the tenancy, which was August 31, 2025.
- [107] I find that the evidence establishes that the tenancy was devalued due to the Landlords' breach of the Tenancy Agreement. The breach also caused out-of-pocket expenses for the Tenant to find alternate accommodations for the horse and travel costs.
- [108] I find that the Tenant is awarded \$1,710.00, calculated as follows: (\$450.00 x 3-months + \$360.00).
- [109] I accept the Tenant's evidence that she had to pay \$450.00 monthly for boarding the horse. The Tenant's evidence included the boarding agreement and three \$450.00 receipts for June, July and August 2025. The Tenant also had a \$150.00 receipt for September 2025. However, as the tenancy ended on August 31, 2025, I find that the Landlords are not responsible for this cost.
- [110] I further accept the Tenant's evidence of travel costs in the amount of \$360.00. This is a reasonable cost because of the amount of travelling and distance travelled by the Tenant.
- [111] This claim is allowed in part.

### **Personal Property**

- [112] The Tenant stated that she is no longer seeking compensation for this claim.

### **Determinations Requested**

- [113] The Tenant requests a determination that the Landlords breached material terms of the Tenancy Agreement and violated the Tenant's exclusive use of the Residential Property.
- [114] The Tenant also requests a determination that the Landlords violated the Tenant's right to quiet enjoyment and that the Tenant was permitted to have a dog and erect a kennel on the Residential Property.
- [115] I have already determined that the Landlords have breached terms of the Tenancy Agreement. I find that the Tenancy Agreement permitted the Tenant to have a dog, however, the Tenancy Agreement is silent regarding the Tenant's right to erect a kennel.
- [116] I find that there is insufficient evidence to determine that the Landlords breached the Tenant's right to quiet enjoyment.

## Conclusion of the Tenant Application

- [117] The Tenant Application is allowed in part.
- [118] The Tenant has established a total entitlement of \$2,775.04, comprised of \$565.04 (Internet Wi-Fi); plus \$500.00 (Heat pump); plus \$1,710.00 (run-in sheds and fencing).
- [119] I find that the Landlords breached material terms of the Tenancy Agreement.

### **B. Does the Tenant owe rent to the Landlords? Must the Tenant compensate the Landlords for cleaning and repairs?**

#### **Rent Owing**

- [120] The Landlords are seeking rent owing for July 2025 (\$1,400.00) and August 2025 (\$1,800.00), in the amount of \$3,200.00.
- [121] The Landlords stated that the Tenant did not pay rent when it was due for July and August 2025. One of the Landlords was over-seas dealing with a medical emergency. The other Landlord remained at the Residential Property.
- [122] The Landlord that remained at the Residential Property stated that she did offer a rent reduction in July 2025 due to the Tenant's numerous complaints with the tenancy. The reduction was for \$400.00. The parties agreed that on or around July 7, 2025 the Tenant paid the Landlord that remained at the Residential Property \$400.00.
- [123] The Landlord that was over-seas stated that the other Landlord did not have authority to reduce the rent. The Landlord that was over-seas stated that the other Landlord was not on the Tenancy Agreement.
- [124] The Landlords disputed the Tenant's claim that they refused rent (see below).
- [125] The Tenant stated that she had a different perspective of the Landlords' testimony, however, agreed that there was a \$400.00 rent reduction and paid \$400.00. The Tenant stated that she offered the remaining \$1,000.00 for July 2025 rent, but the Landlords refused to accept it.
- [126] The Tenant stated that due to the numerous issues at the Residential Property and the Landlords' breaches of material terms of the Tenancy Agreement she had a valid right to withhold rent.
- [127] I have reviewed the evidence and submissions.
- [128] Subsection 19(1) of the *Act* states:
- (1) *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.*
- [129] I find that the evidence presented establishes that the Tenant did not have an express right to withhold rent for July 2025 or August 2025. Therefore, the Tenant owes the Landlords rent for July 2025 and August 2025.

- [130] I find that the amount of rent the Tenant owes the Landlord is \$2,800.00. I find that the Landlords permitted the Tenant a \$400.00 reduction for July 2025 rent. Despite one of the Landlord's arguments that the other Landlord did not have authorization to make such a decision, I find that clause 1(h) of the *Act* defines "landlord" as follows: *the owner of the rental unit, the owner's agent or another person who, on behalf of the owner, permits occupation of the rental unit under a tenancy agreement or exercises powers and performs duties under this Act ore a tenancy agreement.*
- [131] I find that in this case it was reasonable for the Tenant to believe the other Landlord had such authority under the tenancy.
- [132] Therefore, I find that the Tenant owes \$1,000.00 for July 2025 rent and \$1,800.00 for August 2025 rent. The Landlords' claim for rent owing is allowed in part, in the total amount of \$2,800.00.

### **Cleaning & Repairs**

- [133] The Landlords have the onus to prove their claims against the Tenant on the civil standard of a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.
- [134] The Landlords are seeking \$1,925.00 for cleaning and repairs.
- [135] The Landlords stated that the Tenant erected a dog kennel without permission that caused damage to the Residential Property. The Landlords are seeking to keep the Tenant's security deposit, in the amount of \$900.00 to cover the repairs.
- [136] The Landlords stated that welding services for a gate were required, which cost \$375.00. The Landlords stated that cutting the grass at the Tenant's request was \$250.00 and \$400.00 to clean the Unit at the end of the tenancy.
- [137] The Tenant stated that there was no damage to the Unit or the Residential Property. The Tenant stated that she cleaned the Unit before vacating. The Tenant stated that the Landlords did not complete a move-in or move-out inspection report.
- [138] I have reviewed the evidence and submissions.
- [139] I find that the Landlords provided insufficient evidence to establish their cleaning and repair claims against the Tenant.
- [140] The Landlords did not complete a move-in or move-out inspection report as required under the *Act*. Further, the Landlords did not submit any photographs (before and after) of the Unit. The Landlords also did not provide evidence to corroborate the damage caused by the dog kennel.
- [141] The Landlords only evidence includes informal receipts for welding and grass cutting. There is no receipt for cleaning or repairs to the Residential Property, as a result of the kennel. Therefore, the Landlords' claims are denied.

### **Conclusion of the Landlord Application**

- [142] The Landlord Application is allowed in part.
- [143] The Landlords have established a rent owing claim of \$2,800.00, comprised of \$1,000.00 for July 2025 rent plus \$1,800.00 for August 2025 rent. After deducting the Tenant's security deposit plus accrued interest, the net amount owing by the Tenant to the Landlords is \$1,878.80 (\$2,800.00 minus \$921.20).

**CONCLUSION**

- [144] The Tenant has partially established her claims, in the total amount of \$2,775.04.
- [145] The Landlords have partially established their claims in the amount of \$2,800.00. After deducting the Tenant's security deposit and accrued interest in the total amount of \$921.20, the net amount owing is \$1,878.80.
- [146] The respective awards are set off against one another; and therefore, the Landlords will pay the Tenant the net amount of \$896.24 in accordance with the timeline set out below and calculated as follows:

Item	Amount
Tenant's total claim	\$2,775.04
Landlords' total claim less security deposit plus interest	\$1,878.80
Total net amount owed to the Tenant	\$896.24

**IT IS THEREFORE ORDERED THAT**

1. The Landlords must pay the Tenant \$896.24 by April 30, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 30th day of March, 2026.

(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.