

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks an order requiring the Tenant to vacate the Unit for nonpayment of rent.
- [3] The Tenant disputes the Landlord's eviction notices. The Tenant also seeks compensation for an unlawful rent increase, a key to the Unit's storage room, a key to the Residential Property, and an update to the Residential Property's directory.

DISPOSITION

- [4] The Second Notice is invalid, and the Tenant can continue living in the Unit.
- [5] The Unit's lawful rent is \$1,150.00 effective March 1, 2019.
- [6] The Landlord must pay the Tenant \$3,750.00 for unlawful rent increases by the timeline below.
- [7] The Landlord must pay the Tenant any June 2026 rent that the Tenant has already paid, exceeding \$1,150.00, by the timeline below.
- [8] The Landlord must provide the Tenant with a key or other access device that provides reasonable and reliable access to the Residential Property by the timeline below.
- [9] The Landlord must take all reasonable steps to have the Residential Property's electronic directory updated with the Tenant's contact information by the timeline below.
- [10] The Tenant's claim for a key to the Unit's storage room is denied.

BACKGROUND

- [11] The Unit is a condominium in a multi-unit building (the "Residential Property").
- [12] On February 22, 2019, the Tenant and the Landlord entered into a written monthly tenancy agreement for the Unit, beginning March 1, 2019. The lawful monthly rent is in dispute. A \$1,150.00 security deposit was paid at the beginning of the tenancy.
- [13] On January 27, 2026, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with an effective date of February 17, 2026 (the "First Notice") for failure to pay rent totalling \$2,300.00. The First Notice was served electronically and by posting a copy to the Unit's door. The particulars of termination state:

"Tenant continues to be 2 months delinquent in rent since February 2022."

- [14] On February 4, 2026, the Tenant paid the Landlord \$2,300.00 and invalidated the First Notice.
- [15] On February 9, 2026, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with an effective date of February 28, 2026 (the "Second Notice") for failure to pay rent totalling \$1,250.00. The Second Notice was served electronically and by posting a copy to the Unit's door. The particulars of termination state:

"Tenant is 9 days late with his February rent 2026 and is habitually late with rent. This is the second eviction notice we are submitting."

- [16] On February 13, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office, disputing the Second Notice and seeking compensation for unlawful rent increases, repairs, a key to the Unit's storage room, a key to the Residential Property, and an update to the Residential Property's directory. On February 13, 2026, the Tenant served the Application to the Landlord electronically.
- [17] On May 13, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 2, 2026.
- [18] On May 26, 2026, the Rental Office emailed the parties a 124-page PDF evidence package.
- [19] On June 2, 2026, the Tenant and the Landlord's representative (the "Representative") participated in the tele-hearing. The parties confirmed receipt of the evidence package and confirmed that it contained all submitted evidence.
- [20] During the hearing, the Tenant stated that the hot water repair requested on the Application had been completed.
- [21] After the hearing, both parties submitted additional evidence, which was shared with the other party.

ISSUES

- A. What is the Unit's lawful rent?
- B. Must the Tenant vacate the Unit?
- C. Must the Landlord compensate the Tenant?
- D. Must the Landlord give the Tenant a key to the Unit's storage room, give the Tenant a key to the Residential Property, and update the Residential Property's directory?

EVIDENCE

The Tenant's evidence and submissions

Rent

- [22] The Tenant disputes the Landlord's reasons for eviction in the Second Notice and the alleged behaviour matters. The Tenant is seeking \$3,850.00 in compensation due to having paid the Landlord unlawful rent increases. The compensation includes paying an unlawful rent increase for June 2026.
- [23] The Tenant moved into the Unit in March 2019, and the Unit's rent was \$1,150.00. On July 6, 2020, the Landlord emailed the Tenant to ask whether she could increase the rent by \$50.00. The Tenant replied to the Landlord that he disagreed with the rent increase. The Tenant provided the Landlord with information about the Rental Office's website so she could research what rent increases were allowed. No rent increase was implemented at that time.
- [24] The Tenant did not pay rent for January or February 2021 due to financial difficulties.
- [25] On July 20, 2021, the Landlord emailed the Tenant to ask whether she could increase the rent by \$50.00. The Tenant knew the rent increase was unlawful, but he agreed to it because he had not paid rent in January or February, and he wanted to keep the peace. In August 2021, the Landlord increased the rent to \$1,200.00.

- [26] From June 2023 to August 2023, the Unit's washing machine was not working, and the Tenant asked the Landlord to have it repaired. The Landlord asked the Tenant to call her repair person to fix it. The repair person tried to fix it, but it was not repaired. In August 2023, the Tenant's friend fixed the washing machine. Due to having to use a laundromat for three months, the Tenant paid only \$1,150.00, not \$1,200.00, for September and October 2023.
- [27] On October 7, 2024, the Landlord emailed the Tenant, stating that the rent would be increased to \$1,250.00, effective November 2024. The Tenant knew the rent increase was unlawful, but he did not dispute it because he believed he still owed rent from 2021 and wanted to keep the peace. The Tenant has been paying \$1,250.00 monthly since November 2024.
- [28] In September 2025, the Landlord sent the Tenant an email stating that the rent would be increased to \$1,300.00 effective November 2025. Because the Tenant did not reply to the Landlord, the Landlord sent another email in November 2025 stating that the rent would be increased to \$1,300.00, effective December 2025. The Tenant told the Landlord that he would not pay the rent increase because it was unlawful.
- [29] When the Tenant received the First Notice for two months' rent owing, the Tenant paid it on February 4, 2026, thereby invalidating the First Notice. The Tenant disputed the Second Notice because he believes the rent increases were unlawful.

Storage room

- [30] There is a storage room in the Residential Property with the Unit's number on it. The Tenant seeks a key to access the Unit's storage room, because he is paying for it under the tenancy agreement. On July 20, 2021, the Tenant contacted the Landlord and requested access to the storage room. The Landlord replied that she could share the storage room with the Tenant.
- [31] On October 18, 2021, the Landlord told the Tenant that he could put a box in the storage room, but that she would have to provide him access. They met outside the storage room, and the Landlord told the Tenant that she did not have a key. The Landlord put her arm through a grate beside the storage room door and opened the door from the inside. The Landlord has allowed the Tenant to store additional items in the storage room, but has never provided the Tenant with a key.

Residential property key

- [32] The Tenant is seeking a key to access to the main door of the Residential Property. The Tenant was only provided an electronic code to access the main door. The code was recently changed, and the Tenant was briefly locked out. The Tenant stated that he would be unable to access the Residential Property during a power outage.

Directory

- [33] The Tenant is seeking to have the Residential Property's electronic directory updated, which is located by the main door. The Tenant's name has never been updated in the directory, and the Tenant is having difficulty receiving packages because delivery personnel cannot find his name in the directory to contact him.

The Representative's evidence and submissions**Rent**

- [34] In January 2026, the Landlord hired the Representative's company to manage the Unit. The Landlord no longer wanted to deal with the Tenant personally, due to the difficulty in collecting rent and the Tenant's confrontational nature. The Representative argued that the Tenant's confrontational nature is the reason the Landlord had difficulty collecting the two months' rent the Tenant owed.
- [35] The Representative argued that the Unit's lawful rent is \$1,250.00, based on the notices that the Landlord provided the Tenant. The Tenant agreed to the rent increases, and he could have applied to the Rental Office if he disagreed with them. If the Landlord applied the allowable annual rent increases, then the Tenant could be paying \$1,277.21 in rent instead of just \$1,250.00.
- [36] After becoming the Unit's property manager, the Representative determined the Tenant still owed the Landlord two months' rent. The Representative served the Tenant with the First Notice on January 27, 2026. The First Notice was invalidated after the Tenant paid the outstanding \$2,300.00 on February 4, 2026.
- [37] The Tenant failed to pay February 2026's rent on time, and the Representative served the Second Notice. The Tenant did not pay rent until February 19, 2026, and he only paid \$1,150.00. The Tenant did not pay the \$1,250.00 stated in the Second Notice within ten days, and the Representative argued that the Tenant should be evicted as a result. On March 1, 2026, the Tenant paid \$1,350.00, the total rent due for February and March 2026 (\$100.00 + \$1,250.00).

Other reasons for eviction

- [38] The Landlord is seeking the Tenant's eviction for several additional reasons. The Tenant failed to pay rent for two months over four years, and is often late in paying rent. The Tenant is aggressive towards the Landlord and is difficult to communicate with. The Tenant failed to report a leak in the Unit, resulting in damage which required repairs at the Landlord's expense.

Storage room

- [39] The Representative argued that the Tenant is not entitled to a key to the Unit's storage room because the storage room is not part of the tenancy agreement. The Landlord agreed that the Tenant could store one box in the storage room and gave him access to do so. The Tenant has added additional personal property to the storage room, and the Landlord does not know how the Tenant is gaining access.

Key and directory

- [40] The Representative will inquire about getting the Tenant a key to the front door of the Residential Property. The condo board would have to update the electronic directory for the Tenant.

ANALYSIS & FINDINGS**A. What is the Unit's lawful rent?**

- [41] To determine the validity of the Second Notice, I must first determine the Unit's lawful monthly rent. The Representative's evidence is that the Unit's lawful rent is \$1,250.00, that the Tenant was provided proper notice, and that the Tenant agreed to the rent increases.
- [42] The Tenant's evidence is that he agreed to the rent increases because he owed the Landlord two months' rent and he wanted to keep the peace; however, he knew the rent increases were unlawful.

- [43] For the reasons below, I find that the Unit's rent was unlawfully increased and that the Unit's lawful rent is \$1,150.00, effective March 1, 2019, until it is lawfully increased under the Act.
- [44] The *Rental of Residential Property Act* (the "Former Act") governed residential rent increases from January 18, 1989, to April 7, 2023. The Unit's rent was first increased in August 2021, under the Former Act.
- [45] Subsection 112(2) of the Act allows discretion regarding whether a contravention of the Former Act is determined under the Former Act or the current Act.
- [46] I find that the Tenant's unlawful rent increase claim can be determined under the Act because the legislative scheme regarding lawful rent increases did not substantively change when the Act came into force. I note that the Island Regulatory and Appeals Commission (the "Commission") followed this approach in Order LR25-32¹.
- [47] Additionally, the Commission commented in LR25-32:

"29. ...In this case, both the former Act and the new RTA are clear that landlords cannot increase rent beyond the allowable annual amount without making application to the Director for approval. We are satisfied that legislative requirement was not followed in this case. In addition, even though there is no evidence before the Commission that the Tenants took issue with the rental increase until they vacated the Rental Unit, any implicit or explicit waiver of the protection under the Act is considered to be null and void under section 5 of the Act."

- [48] The Landlord was only permitted to increase the Unit's rent by the annual allowable percentage unless the Landlord obtained a Rental Office Order approving a higher rent increase. There is no evidence that establishes that there are rent increase Orders for the Unit. Any mutual agreement to an unlawful rent increase is invalid.
- [49] There is also no evidence that the Landlord served the Tenant with a notice of rent increase in a form prescribed by regulation under section 22 of the Former Act, or in the approved form under section 48 of the Act. The evidence establishes that the Landlord only notified the Tenant of the rent increases via email. Furthermore, the Landlord did not provide the Tenant with at least three months' notice of the increases, as required under the Former Act and the Act.
- [50] For these reasons, I find that the Unit's lawful monthly rent is \$1,150.00.

B. Must the Tenant vacate the Unit?

- [51] Regarding the Second Notice, the onus is on the Landlord, as the party asserting its claims against the Tenant, to provide clear evidence to establish those claims on a balance of probabilities.
- [52] The Landlord's reason for terminating the tenancy in the Second Notice is under subsection 60(1) of the Act, which states:

A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.

¹ <https://irac.pe.ca/wp-content/uploads/Order-LR25-32.pdf>

- [53] The Representative argued that the Tenant did not pay the rent owing of \$1,250.00 within the ten-day timeline, and the full \$1,250.00 was not paid until March 1, 2026. The Representative essentially argued that the Tenant is deemed to have accepted that the tenancy ended on February 28, 2026, under clause 60(5) of the Act.
- [54] However, I have found that the lawful rent for the Unit is \$1,150.00 and the Tenant only owed \$1,150.00 for February's rent. The evidence establishes that the Tenant paid \$1,150.00 for February's rent on February 19, 2026, which falls within the ten-day period following the service of the Second Notice on February 9, 2026. Additionally, the Tenant filed the Application within ten days, and the deeming provisions do not apply.
- [55] I find that the Landlord has not established the ground for termination in the Second Notice. I find that the Second Notice is invalid, and this part of the Application is allowed. The tenancy will continue, and the Tenant can continue living in the Unit.
- [56] Regarding the Landlord's other alleged reasons for eviction, none of these other reasons were selected as grounds for eviction in the Second Notice, and I will not make a determination on these other alleged grounds.

C. Must the Landlord compensate the Tenant?

- [57] For the reasons below, I find that the Landlord unlawfully collected increased rents from August 2021 to May 2026 and that the Tenant is entitled to reimbursement of all unlawful rent increases collected, in the total amount of \$3,750.00.
- [58] In LR25-32, the Commission found that those tenants were entitled to compensation due to an unlawful rent increase. However, the Commission noted that those tenants did not file an application with the Rental Office until several months after the tenants realized that their rent increase was unlawful.
- [59] The Commission found that tenants have a general duty to mitigate their losses once they become aware of an unlawful rent increase. As such, the Commission reduced the tenants' claim to the date they became aware that the rent increase was unlawful.
- [60] I find that this matter is distinguishable from LR25-32 because in that matter, the Commission found no evidence of "*intentional wrongdoing on the part of the Landlords.*" Additionally, in LR25-32, those tenants did not apply to the Rental Office or speak to their landlords about the unlawful rent increase until after they had moved out of the rental unit.
- [61] However, in this matter, approximately one year before the first rent increase was implemented, the Tenant provided the Landlord with information and resources on the proper rent-increase process. Despite receiving that information, the Landlord subsequently implemented two unlawful rent increases.
- [62] Unlike the circumstances in LR25-32, the evidence establishes that the Tenant raised concerns regarding an unlawful rent increase and provided the Landlord with information about the lawful process before the unlawful increases occurred. As such, I find that the Landlord ought reasonably to have been aware of the requirements for lawfully increasing the Unit's rent.
- [63] Furthermore, this matter is distinguishable from LR25-32 in that the Tenant failed to pay rent for January and February 2021 and stated that he believed the rent increases could be applied to offset the rent owed.
- [64] In these circumstances, I find that the Tenant is entitled to compensation and that there is no reduction to the Tenant's compensation for a failure to mitigate.

- [65] Despite the Representative stating that the Tenant agreed to the rent increases, any agreement between the parties to an unlawful rent increase is invalid under section 5 of the Act, as confirmed by the Commission in LR25-32.
- [66] Based upon the evidence presented, I find that the Landlord unlawfully collected increased rents from August 2021 to May 2026. Therefore, the Tenant is entitled to reimbursement of the unlawful rent increases totalling \$3,750.00.
- [67] In calculating the Tenant's compensation, I find that the \$2,300.00 payment made to invalidate the First Notice satisfied the rental arrears from January and February 2021, and these amounts are paid.
- [68] Consistent with the Commission's finding in LR25-32, I have not included the annual allowable rent increases in determining the Tenant's compensation, as the Landlord did not serve the Tenant notice of a rent increase in an approved form. My calculations are as follows:

Period	Collected rent	Lawful rent	Difference	Months	Amount
Mar / 19 – Jul / 21	\$1,150.00	\$1,150.00	\$0.00	29	\$0.00
Aug / 21– Aug / 23	\$1,200.00	\$1,150.00	\$50.00	25	\$1,250.00
Sept / 23 – Oct / 23	\$1,150.00	\$1,150.00	\$0.00	2	\$0.00
Nov / 23 – Oct / 24	\$1,200.00	\$1,150.00	\$50.00	12	\$600.00
Nov / 24 – May / 26	\$1,250.00	\$1,150.00	\$100.00	19	\$1,900.00
				Total	\$3,750.00

- [69] The Landlord must also compensate the Tenant for any June 2026 rent the Tenant has already paid that exceeds \$1,150.00 by the timeline below.
- [70] This part of the Application is allowed.

D. Must the Landlord give the Tenant a key to the Unit's storage room, give the Tenant a key to the Residential Property, and update the Residential Property's directory?

Storage room

- [71] The Tenant argued that he should be given a key to the storage room because it is part of the tenancy agreement and that the Landlord had agreed he could access it.
- [72] The Tenant is essentially arguing that the Landlord is in contravention of subsection 21(1) of the Act, which states:

A landlord shall not terminate or restrict a service or facility if

- (a) the service or facility is reasonably related to the tenant's use and enjoyment of the rental unit as living accommodation; or*
(b) the service or facility is a term of the tenancy agreement.

- [73] The Representative argued that the Landlord agreed to allow the Tenant to store one box in the storage room and that access to the storage room is not part of the tenancy agreement.
- [74] I have reviewed the evidence and find that the tenancy agreement contains no provision granting the Tenant access to a storage room. The evidence establishes that it was not until more than two years into the tenancy that the Tenant inquired about access to the storage room. In the Landlord's reply, the Landlord stated that "we could share with you."

- [75] There is no evidence that the Landlord amended the tenancy agreement to allow the Tenant to have exclusive access to the storage room or that the Landlord agreed to give the Tenant a key to the storage room. Other than the Landlord stating that she “could” share the storage room with the Tenant, there is insufficient evidence of any other terms the parties may have agreed to.
- [76] I find that the Landlord is not in contravention of subsection 21(1) of the Act, and this part of the Application is denied.

Key

- [77] The Tenant stated that he has never been provided with a key to the main door of the Residential Property and that he can only access it using an electronic code.
- [78] Section 24 of the Act states:

A landlord shall not unreasonably restrict access to a rental unit and common areas of the residential property by
(a) the tenant of the rental unit; or
(b) a person permitted in the rental unit and common areas by that tenant.

- [79] I find that the Tenant is entitled to reasonable and reliable access to the Residential Property under section 24. As such, I find that the Landlord must provide a key or other access device that provides reasonable and reliable access to the Residential Property. This part of the Application is allowed.

Directory

- [80] The Tenant stated that the electronic directory at the main door of the Residential Property has not been updated with his name, and delivery persons cannot contact him for deliveries.
- [81] Despite no mention of the electronic directory in the tenancy agreement, I find that maintaining the electronic directory is an implied service associated with occupancy of the Residential Property and that failing to update the Tenant's information unreasonably restricts the Tenant's use and enjoyment of the Residential Property. I find that the Landlord must take all reasonable steps to have the electronic directory updated with the Tenant's contact information by the timeline below. This part of the Application is allowed.

CONCLUSION

- [82] The Unit's lawful rent is \$1,150.00 effective March 1, 2019, until lawfully increased under the Act.
- [83] The Second Notice is invalid, and the Tenant can continue living in the Unit.
- [84] The Landlord must pay the Tenant \$3,750.00 for unlawful rent increases by the timeline below.
- [85] The Landlord must pay the Tenant any June 2026 rent that the Tenant has already paid, exceeding \$1,150.00, by the timeline below.
- [86] The Landlord must provide the Tenant with a key or other access device that provides reasonable and reliable access to the Residential Property by the timeline below.
- [87] The Landlord must take all reasonable steps to have the Residential Property's electronic directory updated with the Tenant's contact information by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Unit's lawful rent is \$1,150.00 effective March 1, 2019.
2. The Second Notice is invalid, and the Tenant can continue living in the Unit.
3. The Landlord must pay the Tenant \$3,750.00 for unlawful rent increases by July 8, 2026.
4. The Landlord must pay the Tenant any June 2026 rent that the Tenant has already paid, but that exceeds \$1,150.00, by July 8, 2026.
5. The Landlord must provide the Tenant with a key or other access device that provides reasonable and reliable access to the Residential Property by June 15, 2026.
6. The Landlord must take all reasonable steps to have the Residential Property's electronic directory updated with the Tenant's contact information by July 8, 2026.

DATED at Charlottetown, Prince Edward Island, this 8th day of June, 2026.

(sgd.) Mitch King

Mitch King
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.