

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 to keep the security deposit for rent owing and additional compensation of \$378.04 for electricity expenses and repairs.

DISPOSITION

- [3] The Landlord will keep the security deposit plus interest of \$1,654.83.
- [4] The Tenant must pay the Landlord additional compensation of \$212.42 by the timeline below.

BACKGROUND

- [5] The Unit is an in-law suite in a house (the "Residential Property") owned by the Landlord. The Landlord lives in the upstairs portion of the Residential Property.
- [6] On February 12, 2025, the parties entered into a written fixed-term tenancy agreement for the Unit, effective from April 1, 2025, to March 31, 2026. Rent of \$1,600.00 was due on the last day of the month for the next month. A \$1,600.00 security deposit was paid on February 14, 2025.
- [7] On January 8, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 31, 2026 (the "Notice") for non-payment of rent of \$1,600.00 and permitting an unreasonable number of occupants in the rental unit. The Notice was served electronically and by posting a copy to the Unit's door. The particulars of termination state:
- “(a) You text me to pay the rent by JAN 3 but you haven't paid. (d) You mention only 2 kids live with you. Actually there is 3 kids live with you.”
- [8] On February 1, 2026, the Tenant moved out of the Unit.
- [9] On February 17, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking to keep the security deposit for rent owing and additional compensation of \$378.04 for electricity expenses and repairs. A copy of the Application was served to the Tenant electronically.
- [10] On April 29, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for May 26, 2026.
- [11] On May 15, 2026, the Rental Office emailed the parties a 48-page PDF evidence package.
- [12] On May 26, 2026, the Landlord and the Tenant participated in the tele-hearing. The parties confirmed receipt of the evidence package and stated that all evidence submitted to the Rental Office was included.
- [13] After the hearing, the Landlord submitted additional evidence, which was shared with the Tenant. The Tenant was provided an opportunity to respond, but made no additional submissions.

ISSUES

- A. Does the Tenant owe the Landlord rent?
- B. Must the Tenant compensate the Landlord for electricity expenses and repairs?

EVIDENCE**The Landlord's evidence and submissions**

- [14] The Landlord seeks to keep the security deposit for rent owing and \$378.04 in compensation.
- [15] In December 2025 and January 2026, a restoration company was working in the Unit due to a leak. The Landlord stated that the restoration company made the Unit safe with respect to any exposed wires. The Landlord was unable to assist the Tenant with alternative living accommodations, as the Landlord's insurance company would not pay for them. The Landlord suggested that the Tenant purchase tenant insurance.
- [16] On January 1, 2026, the Tenant told the Landlord that he was unable to pay January's rent at that time. The Landlord told the Tenant that he could pay on a later date. The Tenant would often pay rent in two \$800.00 installments each month.
- [17] On January 8, 2026, the Tenant told the Landlord he would not pay rent for January 2026 due to repairs to the Unit and gave the Landlord notice that he would move out of the Unit. On February 1, 2026, the Tenant and his family moved out of the Unit. The Landlord is seeking rent owing for January 2026. The Landlord is not seeking any other rent owing.
- [18] The Landlord also seeks \$175.74 in electricity expenses from December 15, 2025, to January 15, 2026, and \$96.50 in electricity expenses from January 15 to February 1, 2026, for a total of \$272.24.
- [19] The Residential Property only receives one electricity bill. The tenancy agreement stated that the Tenant was not required to pay for any electricity expenses up to \$200.00. For any bill exceeding \$200.00, the Tenant was only required to pay 33.0% of the additional expense. The Residential Property has solar panels to offset electricity costs, and the Tenant did not incur any electricity expenses before these two bills.
- [20] The total bill from December 15, 2025, to January 15, 2026, was \$732.54. The total bill from January 15, 2026, to February 17, 2026, was \$784.84, but the Landlord pro-rated his claim because the Tenant vacated on February 1, 2026.
- [21] The Landlord's calculations are as follows:

Date	Bill	Less \$200.00	33.0%	Prorated	Total
Dec 15/25 – Jan 15/26	\$732.54	\$532.54	\$175.74	n/a	\$175.74
Jan 15/26 – Feb 17/26	\$784.84	\$584.84	\$192.99	\$96.50	\$96.50
				Total	\$272.24

- [22] The Landlord was out of the country when the Tenant moved out. After the Landlord inspected the Unit, the Landlord found the bathroom towel rack missing. The Landlord installed the towel rack in October 2023. The Landlord stated that it will cost \$43.00 plus HST (**\$49.45**) to replace the towel rack, and he submitted a screenshot of a similar towel rack priced at \$49.98.
- [23] The Landlord stated that the Tenant left all other keys for the Unit, but failed to leave the key for the main door. The Landlord replaced the lock set for \$49.00 plus HST (\$56.35) and submitted a receipt as evidence.

The Tenant's evidence and submissions

- [24] The Tenant disputes that he should be required to pay rent for January 2026. The Unit is the downstairs portion of the Residential Property. In November 2025, the Tenant notified the Landlord of a leak coming from the upstairs portion of the Residential Property. The Landlord hired a restoration company to repair the damage to the Unit caused by the leak.
- [25] During the first week of December 2025, the restoration company removed portions of the Unit's ceiling and flooring. The Unit was messy, with exposed wires, making it difficult for the Tenant and his family to live there. The restoration did not complete any further work for the next two weeks, leaving the Unit messy.
- [26] During the last week of December 2025, the restoration company returned and installed new flooring in the Unit. The restoration company told the Tenant that more repairs were required. The Tenant and his family were sleeping in the living room at the time due to the repairs.
- [27] On January 1, 2026, the Tenant told the Landlord that he was unable to pay rent at that time due to financial difficulties. The Tenant asked the Landlord for assistance regarding the Tenant's living situation during the renovations, but the Landlord refused. The Tenant stated he decided to withhold rent for January 2026 due to the Unit's living conditions. The Tenant asked the restoration company not to work in the Unit during the last two weeks of January so the Tenant could move out.
- [28] The Tenant disputes that he should be required to compensate the Landlord for the amount of utilities the Landlord claims. The Tenant agreed that he was required to pay 33.0% of the electricity expenses after the first \$200.00. The Tenant argues that the amount claimed is excessive and that he and his family did not use that much electricity.
- [29] The Tenant stated his daughter accidentally broke the towel rack. The Tenant agreed to compensate the Landlord, but stated that the amount the Landlord claims for repairs is excessive. The Tenant stated \$20.00 was more reasonable for repairs.
- [30] The Tenant disputes that he should be required to compensate the Landlord for the cost of replacing the lock set. The Tenant left all the keys the Landlord gave him in the Unit before vacating.

ANALYSIS & FINDINGS**A. Does the Tenant owe the Landlord rent?**

- [31] When a party files an application with the Rental Office, that party bears the onus of establishing its claim on a balance of probabilities through clear and persuasive evidence. In this matter, the Landlord bears the onus of proving each of their claims.
- [32] 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.*
- [33] Despite the Tenant's evidence that repairs were underway in the Unit, making it difficult for the Tenant and his family to live there, the Tenant was still required to pay rent to the Landlord. There is no evidence that the Tenant had an express right under the Act to withhold rent for January 2026.
- [34] If the Tenant wanted a remedy under the Act due to the Unit's repairs, then the Tenant could have filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office.

[35] I find that the Landlord has established that the Tenant owes the Landlord \$1,600.00 in rent for January 2026. This claim is allowed.

B. Must the Tenant compensate the Landlord for electricity expenses and repairs?

Electricity

[36] The evidence establishes that the Tenant was required to pay 33.0% of the Residential Property's electricity expenses after the first \$200.00. Despite the Tenant's argument that the electricity expenses were too high, the Tenant's argument does not absolve the Tenant of his financial obligations agreed to under the tenancy agreement.

[37] However, the evidence establishes that a restoration company was working in the Unit during December 2025 and January 2026. I have compared the Unit's energy consumption for the periods of December 2024 and January 2025 (the "previous period") and December 2025 and January 2026 (the "claimed period"), as detailed in the Landlord's utility bills. The average daily energy consumption in kilowatt hours (kWh) is as follows:

Previous period	kWh/day	Claimed period	kWh/day	kWh increase	% increase
December 2024	84	December 2025	120	36	42.9%
January 2025	112	January 2026	134	22	19.6%
Average increase: 29 kWh/day (31.25%)					

[38] I note that the Tenant did not reside in the Unit during the previous period, and the previous period does not provide a direct comparison of the Tenant's electricity consumption. Additionally, many factors may explain the difference in consumption between the previous period and the claimed period, such as offsets from the Landlord's solar panels, the number of occupants living in the Unit, or the appliances used.

[39] However, I also find it reasonable that the restoration company would have used additional electricity that the Tenant would not have used had the company not been working in the Unit during the claimed period.

[40] While the average increase in consumption was approximately 31.25%, not all of that increase can reasonably be attributed to the restoration company. Considering other potential causes of increased consumption, I find that a reduction of the Landlord's claim by 20%, or \$54.45, is appropriate.

[41] I find that the Landlord has established that the Tenant owes the Landlord **\$217.80** for electricity expenses. This claim is allowed in part.

Towel rack and lock set

[42] The Landlord's repair claims are under clause 39(2)(a) of the Act, which 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.

[43] The Tenant stated that his daughter damaged the towel rack, but he argued that the Landlord's repair claim is too high. Despite the Tenant's argument that the Landlord's claim is excessive, I note that the Tenant had the opportunity to repair the towel rack before moving out of the Unit, but failed to do so. Subsection 28(4) states:

A tenant of a rental unit shall repair, in a good and professional manner, undue damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

- [44] Additionally, the Tenant provided no evidence of an alternative quote or estimate to replace the towel rack. The Landlord's estimate is the only evidence before me regarding the towel rack's replacement cost.
- [45] I find that, with respect to the towel rack, the Landlord has established that the Tenant failed to leave the Unit in a reasonably undamaged condition. I find that the Landlord's claim of **\$49.45** is reasonable based on the evidence. This claim is allowed.
- [46] The Tenant stated that he left all keys in the Unit upon vacating. The Landlord bears the burden of proving his claims on the balance of probabilities. With respect to the missing key, I find that the Landlord has not provided sufficient evidence to establish that a key was missing and that the Landlord was required to replace a lock set. This claim is denied.

CONCLUSION

- [47] The Tenant must pay the Landlord \$1,600.00 for rent owing.
- [48] The Tenant must pay the Landlord \$217.80 for electricity expenses.
- [49] The Tenant must pay the Landlord \$49.45 for the towel rack.
- [50] The Landlord's claim for the lock set is denied.
- [51] The Landlord will keep the security deposit plus interest of \$1,654.83 to set off the amount owing.
- [52] The Tenant will pay the Landlord additional compensation of \$212.42 by the timeline below.
- [53] The Application is allowed in part.
- [54] My calculations are as follows:

Item	Amount
Security deposit	(\$1,600.00)
Interest (Feb. 14/25 – June 12/26)	(\$54.83)
Rent owing	\$1,600.00
Electricity expenses	\$217.80
Towel rack	\$49.45
Total	\$212.42

IT IS THEREFORE ORDERED THAT

- The Landlord will keep the security deposit plus interest of \$1,654.83.
- The Tenant must pay the Landlord \$212.42 by July 13, 2026.

DATED at Charlottetown, Prince Edward Island, this 12th 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.