

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 Tenants to pay rent owing and additional compensation totalling \$8,786.73. The Landlord also seeks to keep the security deposit to offset part of the claim.

BACKGROUND

- [3] The Unit is a house owned by the Landlord.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit, from April 1, 2023 to March 31, 2024. The tenancy agreement then continued monthly. Rent was \$3,149.00 per month, due on the first of the month. A security deposit of \$2,990.00 was paid on March 24, 2023.
- [5] On February 17, 2026, the Landlord served the Tenants with a *Form 4(A) Eviction Notice*, effective March 9, 2026 (the “Notice”), for failure to pay rent of \$4,948.36. The Notice was served by email and by posting a copy to the Unit’s door.
- [6] On March 5, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) seeking rent owing, additional compensation, and to keep the security deposit. The Landlord served the Application by email and by posting a copy to the Unit’s door.
- [7] On March 10, 2026, the Tenants moved out of the Unit.
- [8] On June 2, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for July 2, 2026.
- [9] On June 26, 2026, the Rental Office emailed the parties an 86-page PDF evidence package.
- [10] On July 2, 2026, the Landlord, the Landlord’s witness, and the Tenants participated in the tele-hearing. The parties confirmed receipt of the evidence package and confirmed that it contained all submitted evidence.
- [11] After the hearing, both parties submitted additional evidence, which was shared with the other party and added to the record.

DISPOSITION

- [12] The Tenants must pay the Landlord \$5,551.02 as set out below.

ISSUE

- A. Must the Tenants pay the Landlord rent owing and additional compensation?

EVIDENCE

Landlord's evidence and submissions

- [13] The Landlord stated that the Tenants owe rent for January 2026 (\$3,149.00), February 2026 (\$3,149.00), and for March 1-9, 2026 (\$914.22), totalling \$7,212.22.
- [14] The Landlord stated that the Tenants owe the Landlord outstanding electricity bills totalling \$533.81. Electricity was excluded as a service, and the outstanding bills were submitted as evidence.
- [15] The Landlord stated that the Tenants owe the Landlord outstanding water bills totalling \$525.95. Water was excluded as a service, and the outstanding bills were submitted as evidence.
- [16] The Landlord stated that the Tenants owe the Landlord an outstanding oil bill of \$514.75. Oil was excluded as a service, and the outstanding bill was submitted as evidence. The oil tank was full when the Tenants moved in, but only around 3/4 full when they moved out. Photographs of the oil gauge from March 28, 2023, and March 10, 2026, were submitted as evidence.

Tenants' evidence and submissions

- [17] The Tenants stated that they agreed with the Landlord's evidence regarding the amounts owed for rent, electricity, and water. The Tenants stated that they had been having financial difficulties and could no longer afford to live in the Unit. The Tenants stated that during the tenancy, the Landlord failed to make required repairs or properly service the furnace and heat pump.
- [18] The Tenants disagreed that they owed the Landlord for the oil bill. The Tenants stated that the oil tank was 3/4 full when they moved in and 3/4 full when they moved out. They stated that the Unit was drafty and they had to use a lot of oil to heat the Unit.
- [19] The Tenants stated that when they moved into the Unit, they told the Landlord that the front step was not up to code. The top step had a large drop to the next step, and in August 2025 one of the Tenants fell off the step. The Tenant received a head injury as a result, and the Tenant is still affected by the injury.

ANALYSIS & FINDINGS

- [20] I find that the Tenants owe the Landlord rent in the total amount of **\$7,212.22**, calculated as follows: January 2026 (\$3,149.00) + February 2026 (\$3,149.00) + \$914.22 for 9 days in March 2026, calculated as $9/31 \times \$3,149.00$.
- [21] I find that the Tenants owe the Landlord utilities in the total amount of **\$1,059.76**, calculated as follows: Electricity (\$533.81) + Water (\$525.95).
- [22] I find that the Tenants owe the Landlord **\$514.75** for the oil bill. I find that the Landlord's objective evidence, specifically the Landlord's photographs, establishes that the oil tank was full upon move-in but less than full when the Tenants moved out, and that the Landlord incurred a \$514.75 refill cost. I find that the Tenants are responsible for the cost of replacing the oil to the amount it was at the beginning of the tenancy, which the evidence establishes was \$514.75.
- [23] The security deposit, including interest, is **\$3,235.71**, and is set off against the amount owing.

[24] The total amount the Tenants owe the Landlord is calculated as follows:

Item	Amount
Rent	\$7,212.22
Electricity	\$533.81
Water	\$525.95
Oil	\$514.75
Less security deposit	(\$2,990.00)
Less interest (Mar. 24/23 – July 22/26)	(\$245.71)
Total payable	\$5,551.02

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, plus interest, of \$3,235.71.
2. The Tenants must pay the Landlord \$5,551.02 by September 30, 2026.

DATED at Charlottetown, Prince Edward Island, this 22nd day of July, 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.