

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 Tenant seeks compensation in the amount of \$5,266.82, and a determination whether he must sign a new tenancy agreement and pay additional security deposit funds.

BACKGROUND

- [3] The Landlord and the Tenant have been parties to five previous Rental Office decisions and two Island Regulatory and Appeals Commission (the “Commission”) decisions. Those decisions form part of the evidentiary record and provide background to the parties' ongoing disputes.
- [4] The Unit is an apartment in a multi-unit building (the “Residential Property”) owned by the Landlord.
- [5] The parties entered into a fixed-term tenancy agreement for the Unit, for the period of February 28, 2022, to March 31, 2023. The tenancy then continued on a monthly basis. Rent is \$1,665.88 monthly, due on the first of the month. A security deposit of \$1,550.00 was paid at the beginning of the tenancy. The parties disagree on whether the Tenant signed a copy of the tenancy agreement at the beginning of the tenancy.
- [6] On June 2, 2026, the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking compensation and a determination. A copy was served by email.
- [7] On June 3, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for July 2, 2026.
- [8] On June 19, 2026, the Rental Office shared two videos and a 360-page PDF (the “Evidence Package”) with the parties via TitanFile.
- [9] On July 2, 2026, the Tenant, a Landlord representative (the “Representative”) and a Landlord witness participated in the tele-hearing. The parties confirmed receipt of the Evidence Package and that all evidence submitted to the Rental Office was included.

DISPOSITION

- [10] The Landlord will apply the Tenant's \$91.82 rent overpayment towards the Tenant's September 2026 rent.
- [11] The Tenant is not required to enter into a new written tenancy agreement with the Landlord unless both parties agree to do so and the tenancy agreement complies with the Act.
- [12] The Tenant is not required to pay the Landlord any additional security deposit funds.

ISSUES

- A. Must the Landlord compensate the Tenant?
- B. Must the Tenant sign a new tenancy agreement and pay additional security deposit funds?

EVIDENCE**Tenant's evidence and submissions**

- [13] The Tenant stated that he was no longer seeking a return of rent due to alleged unlawful rent increases or a determination regarding his May 4, 2026, rent payment. He stated that he was seeking a return of \$91.82 in rent that he had overpaid the Landlord.
- [14] The Tenant stated that he signed a copy of a tenancy agreement at the beginning of the tenancy, but that he was not provided with a copy. He alleges that the Representative changed some of the terms and conditions and that any copy the Representative has previously presented to the Rental Office does not contain his signature.
- [15] The Tenant stated the Representative wants the Tenant to sign a new fixed-term tenancy agreement, but he has refused to do so. The new tenancy agreement has a higher rent amount and a higher security deposit and terms he does not agree with. The Tenant stated that he seeks a determination as to whether he must sign this new tenancy agreement and pay additional security deposit funds.
- [16] The Tenant stated he seeks a refund of \$100.00 for two \$50.00 monthly parking fees charged by the Representative, which were taken out of his bank account without his permission. He stated that parking is an included service, that he refused to pay for parking after the first two charges, and that the Landlord did not charge him again for parking.
- [17] The Tenant stated he seeks a refund of \$35.00 for a garbage-sorting fee charged by the Landlord which was taken out of his bank account without his permission. He stated he should not have been charged this fee as he did not agree to pay for garbage sorting fees in the tenancy agreement.
- [18] The Tenant stated he seeks compensation of \$3,840.00 due to having to remain in the Unit for 96 hours to prevent water from flooding the Unit. He stated he calculated his time at \$40.00 per hour. The Tenant alleges the Representative failed to remediate a plumbing issue in a timely and adequate manner, and the Tenant had to continuously use a shop vac for 96 hours to prevent a flood in the Unit. The Tenant had to dump the water into the toilet to prevent the Unit from flooding and migrating into common areas.
- [19] The Tenant stated that on December 26, 2025, at 9:34 p.m., he emailed the Representative stating that water was backing up in his dishwasher and sink and requested that a plumber attend the Unit.
- [20] On December 27, 2025, at 2:06 a.m., the Representative emailed the Tenant and asked him to send a video of what he was describing. The Tenant stated he sent a photo of water in his sink.
- [21] On December 28, 2025, at 9:50 a.m., the Tenant emailed the Representative stating that a video would not adequately show the problem and that his sink was backing up approximately twice a day. At 4:56 p.m., the Tenant emailed the Representative stating that his sink was overflowing two to three times a day.
- [22] On December 28, 2025, at 9:56 p.m., the Representative messaged the Tenant stating that a plumber was on the way. The plumber attended the Residential Property and determined the problem, but did not have the required repair equipment. The plumber returned the next day and fixed the issue.
- [23] The Tenant stated he seeks compensation of \$1,200.00 due to the Landlord breaching his right to quiet enjoyment. The Tenant alleges the Landlord has engaged in an ongoing, multi-year pattern of conduct that constitutes severe misconduct and a breach of his right to quiet enjoyment under the Act.

- [24] The Tenant alleges the Landlord failed to provide mandatory regulatory notices within statutory timelines; submitted altered or falsified documentation to the Residential Tenancy Office; executed repetitive, bad-faith eviction notices that were systematically dismissed or ruled invalid by the Director and the Commission; and fabricated parallel claims regarding amenities, parking fees, and banking penalties to penalize the Tenant.

Landlord's evidence and submissions

- [25] The Representative stated that the Tenant has overpaid \$91.82 in rent and she agreed to refund this amount or apply it towards a future rent payment.
- [26] The Representative stated that at the beginning of the tenancy, the Tenant took a copy of the tenancy agreement, stating he wanted a lawyer to review it before signing it. She stated that the Tenant never signed a copy of the tenancy agreement.
- [27] The Representative is seeking that the Tenant sign an updated written fixed-term tenancy agreement. The Representative stated that the Tenant's rent is currently \$1,665.88, but the Tenant only paid a \$1,550.00 security deposit at the beginning of the tenancy. The Representative is seeking payment of an additional \$115.88 for the security deposit so that the Landlord will hold a security deposit equivalent to one month's rent.
- [28] The Representative stated that parking is an excluded service in the tenancy agreement. The Tenant did not have a vehicle at the beginning of the tenancy, but he later purchased one. The Representative stated she charged the Tenant \$50.00 x 2 for parking for two months. She stated she did not charge the Tenant after two months because the Tenant refused to continue to pay for parking.
- [29] The Representative stated that the Tenant was charged a \$35.00 fee for improperly sorting garbage. She stated that the improper garbage sorting fee is included in Schedule D of all of the Landlord's tenancy agreements.
- [30] The Representative disputes the Tenant's compensation claim for the plumbing issue. The Representative stated she responded to the Tenant's December 26, 2025, message and asked the Tenant to send a video of the problem, but the Tenant did not respond until the next day. She stated that the Tenant's messages did not indicate an emergency and were about a blocked sink. The Representative disputed receiving a copy of the sink photograph and stated the first time she had seen it was in the Evidence Package.
- [31] The Representative stated that on December 28, 2025, she was contacted by a neighbouring tenant to the Unit, who told the Representative that the Tenant was throwing water in the hallway and against the neighbour's door. The Representative called the police and a plumber due to the nature of this complaint. The plumber fixed the issue the next day.

ANALYSIS & FINDINGS

- [32] The onus is on the Tenant, as the party asserting his claims against the Landlord, to provide clear evidence to establish those claims on the balance of probabilities.

Rent overpayment

- [33] I find that the evidence establishes that the Tenant overpaid \$91.82 in rent and the Landlord will apply the \$91.82 overpayment towards the Tenant's September 2026 rent.

Parking and garbage fees

- [34] I find that the Tenant has not established the \$135.00 claims for parking or garbage fees.
- [35] The parties provided conflicting evidence as to whether the Tenant signed a copy of the tenancy agreement at the beginning of the tenancy. In Order LR22-60, which was a previous matter between the parties, the Commission stated regarding the tenancy agreement:

[The tenancy agreement] is signed by someone for the lessor, perhaps [the Representative]. There is no lessee signature, no witness signature and Schedule D is not initialed as required by the text of the rental agreement. The Commission cannot therefore rely on [the tenancy agreement] as evidence of the terms of the rental agreement between the Landlord and [the Tenant].

- [36] Consistent with the Commission's finding, I find that the copy of the tenancy agreement submitted as evidence has no Tenant signature, no witness signature, and Schedule D is not initialed as required by the text of the tenancy agreement.
- [37] As the Tenant bears the onus of establishing that the Landlord was not entitled to charge these fees, and I am unable to determine the agreed-upon terms regarding the parking or garbage fees at the beginning of the tenancy, I find the Tenant has not met that burden.

Plumbing

- [38] I find that the Tenant has not established the \$3,840.00 compensation claim for the plumbing issue.
- [39] The Tenant first notified the Representative of the plumbing issue on December 26, 2025, at 9:34 p.m. On December 27, 2025, at 2:06 a.m., the Representative asked the Tenant to send a video of what he was describing so she could assess what needed to be done.
- [40] The Tenant stated he sent the Representative a photo of water in his sink; however, I find there is insufficient evidence that this photo was sent to the Representative. The Tenant's sink photo in evidence is not within a message thread, and it does not contain a date or time stamp. As such, I cannot conclude that the Representative was provided with this photo or was otherwise provided an update regarding the plumbing issue until the Tenant's email on December 28, 2025, at 9:50 a.m.
- [41] The evidence establishes that later in the day on December 28, 2025, the Representative contacted a plumber who attended the Residential Property and was able to fix the plumbing issue the next day.
- [42] The Act states that a landlord is required to comply with the health, safety and housing standards required by law and, regarding the age, character and location of the rental unit, make it suitable for occupation by a tenant (s. 28(1)).
- [43] The *Public Health Act Rental Accommodation Regulations* (the "Regulations") stipulate that a landlord is required to complete necessary repairs to a rental unit to ensure it is sound, weatherproof, damp-proof, vermin-proof, safe, and sanitary (s. 9(a)).
- [44] I find that the Tenant has not provided sufficient evidence to establish that the Landlord breached the Act or the Regulations. I find that once the Representative had sufficient information to determine that a plumber was required at the Residential Property, a plumber was contacted and attended the Residential Property shortly thereafter.
- [45] Additionally, I find insufficient evidence that the Tenant suffered a loss or incurred an expense under clause 85(1)(d) of the Act as a result of a contravention of the Act.

Additional compensation

- [46] I find that the Tenant has not established the \$1,200.00 additional compensation claim that the Landlord breached his right to quiet enjoyment. The Tenant relied primarily on allegations concerning previous disputes between the parties that have already been adjudicated by the Rental Office and the Commission. The Tenant's allegations were not supported by sufficient documentary or other evidence establishing a breach of the Act in this proceeding.
- [47] Additionally, I find insufficient evidence that the Tenant suffered a loss or incurred an expense under clause 85(1)(d) of the Act as a result of a contravention of the Act.

Tenancy agreement

- [48] I find that the Tenant is not required to enter into a new written tenancy agreement with the Landlord unless both parties agree to do so and the tenancy agreement complies with the Act.
- [49] The tenancy between the parties began under the *Rental of Residential Property Act* (the "Former Act"). The Former Act did not require landlords and tenants to enter into a written tenancy agreement. Under the Former Act, a "*rental agreement*" was defined as: "*an agreement, whether written or oral, express or implied, whereby a lessor confers upon a lessee the right to occupy residential premises.*"
- [50] Written tenancy agreements only became mandatory for new tenancies entered into on or after April 8, 2023, when the current Act came into force. However, there is no provision in the current Act requiring parties to enter into a new written tenancy agreement where one did not exist before April 8, 2023.

Security deposit

- [51] I find that the Tenant is not required to pay the Landlord any additional security deposit funds.
- [52] Clauses 15(a) and (b) of the Act state:
- A landlord shall not*
- (a) require a security deposit at any time other than when the landlord and tenant enter into the tenancy agreement;*
- (b) require or accept more than one security deposit in respect of a tenancy agreement.*
- [53] The Tenant paid a \$1,550.00 security deposit at the beginning of the tenancy, which is what the Landlord required at that time. The Landlord cannot now request additional security deposit funds to ensure the security deposit equals the Tenant's monthly rent. Requiring the Tenant to pay additional security deposit funds now would contravene section 15 of the Act.

IT IS THEREFORE ORDERED THAT

1. The Landlord will apply the Tenant's \$91.82 rent overpayment towards the Tenant's September 2026 rent.
2. The Tenant is not required to enter into a new written tenancy agreement with the Landlord unless both parties agree to do so and the tenancy agreement complies with the Act.
3. The Tenant is not required to pay the Landlord any additional security deposit funds.

DATED at Charlottetown, Prince Edward Island, this 4th day of August, 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.