INTRODUCTION

[1] This decision addresses two applications filed by the Tenants and the Landlords with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

[2] The Tenants seek a return of rent for unlawful rent increases and compensation for failure to repair the Unit and breach of the Tenants' quiet enjoyment. The Tenants also seek the return of their security deposit, including interest.

[3] The Tenants claim against the Landlords and the former landlords ("Former Landlord 1," "Former Landlord 2," and "Former Landlord 3"), collectively referred to as (the "Former Landlords") during the tenancy. The Tenants individual claims against the Former Landlords are broken down below.

Former Landlords & Claims	Amount
Former Landlord 1 - failure to repair	$913.50
Former Landlord 2 - unlawful rent increase & failure to repair	$1,090.50
Former Landlord 3 - unlawful rent increase & failure to repair	$1,386.50
Landlords - unlawful rent increase, failure to repair & breach of quiet enjoyment & security deposit	$8,636.29
Total	$12,026.79

[4] The Landlords filed an application regarding the Tenants' security deposit. The Landlord wants to return the Tenants' security deposit and only filed the application to comply with section 40 of the *Act*.

BACKGROUND

[5] The Unit is a one-bedroom, one-bathroom rental unit in a 12-unit building (the "Residential Property").

[6] On July 14, 2015 one of the Tenants (the "Tenant") occupied a different rental unit, under a separate tenancy agreement and paid the Former Landlord 1 a $350.00 security deposit.

[7] On August 13, 2016 the Tenant moved into the Unit and signed a new written, fixed-term tenancy agreement with the Former Landlord 1. The Tenant transferred a $350.00 security deposit over from the previous tenancy. Rent was $725.00 due on the first day of the month.

[8] On May 31, 2018 the Former Landlord 2 purchased the Residential Property from the Former Landlord 1 and the tenancy continued with the Tenant.

[9] On February 1, 2020 the second Tenant moved into the Unit. The Tenants occupied the Unit together for the remainder of the tenancy.

[10] On April 30, 2020 the Former Landlord 3 purchased the Residential Property from the Former Landlord 2 and the tenancy continued with the Tenants.

[11] On September 23, 2021 the current property owner (the "Owner") purchased the Residential Property from the Former Landlord 3. The Owner hired a property management company to manage the Residential Property. Collectively they are referred to as the Landlords.

[12] On November 16, 2025 the Tenants e-mailed the Landlords and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking compensation and return of rent due to unlawful rent increases. On January 28, 2026 the Tenants amended their application.

[13] On December 31, 2025 the Tenants vacated the Unit and the tenancy ended by mutual agreement.

[14] On January 14, 2026 the Landlords e-mailed the Tenants and the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* regarding the security deposit. The Landlords seek clarification on how to return the security deposit to the Tenants while comply with section 40.

[15] The Landlords' application was considered filed on January 15, 2026.

[16] On February 12, 2026 the Rental Office provided the parties notice of a tele-hearing scheduled for April 2, 2026.

[17] On March 9, 2026 the Tenants e-mailed and mailed the Landlords, the Former Landlords and the Rental Office an amended *Form 2(A) Tenant Application to Determine Dispute* seeking return of rent due to unlawful rent increases, compensation for and determination of contraventions of the *Act* and the return of the security deposit, including interest (the "Application").

[18] On March 24, 2026 the Rental Office provided the parties an updated notice of tele-hearing scheduled for May 14, 2026.

[19] On May 7, 2026 the Rental Office provided the parties a TitanFile link to an evidence package, being 790-pages contained in 8 PDFs and 95-videos.

[20] On May 14, 2026 the Tenant, the Landlords' representatives (the "Representatives"), a representative for the Former Landlord 1 ("PG") and a representative for the Former Landlord 3 ("KL") participated in the hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

[21] The Former Landlord 2 did not participate in the hearing, was not reachable at the beginning of the hearing and did not submit any evidence in response to the Application.

DISPOSITION

[22] The Landlords must return the security deposit, including interest, to the Tenants by the method and timeline below.

[23] The Tenants have established a return of rent claim, in part. The Former Landlord 2 must pay the Tenants $90.00 by the timeline below. The other unlawful rent increase claims are denied.

[24] The lawful rent for the Unit is $741.77 subject to any increases in accordance with the *Act*.

[25] The Tenants other claims for compensation are denied.

ISSUES

A. Have the Tenants established a return of rent claim due to unlawful rent increases?

B. Have the Tenants established valid claims for compensation due to failure to repair and breach of quiet enjoyment?

PRELIMINARY MATTERS

The applicable legislation

[26] The Tenants' alleged claims against the Landlords and the Former Landlords span the entirety of the tenancy from September 2016 to December 2025.

[27] The *Act* came into force on April 8, 2023 and the *Rental of Residential Property Act* (or the "*Former Act*") was repealed.[1]

[28] I will consider the Tenants' return of rent under the *Act*. The legislative scheme surrounding lawful rent increases did not substantively change between the *Former Act* and the *Act*. The Island Regulatory and Appeals Commission (the "Commission") followed a similar analysis in Order LR25-32. [2]

[29] The Tenants' compensation claims against the Landlords, the Former Landlord 2 and the Former Landlord 3 are also determined under the *Act*. However, the Tenants' compensation claim against the Former Landlord 1 must be determined under the *Former Act* due to relevant statutory limitation period. When a contravention of a provision happens under the *Former Act* and no proceeding was started before April 8, 2023, then the contravention *may* be dealt with under the *Former Act*.

Determination of the security deposit

[30] The Representatives stated that they do not want to keep the Tenants' security deposit. The application was only filed to comply with section 40 of the *Act* and to seek clarity on how to return the security deposit.

[31] The Representatives stated that the Landlords' only available method of returning the security deposit is through an electronic platform that the Landlords use for all of their tenancies. The Representatives stated that e-Transfer was not an available method for the Landlords.

[32] The Tenant stated that she did not trust the Landlords' platform or wanted to provide banking information due to the security risks.

[33] Subsection 40(5) of the *Act* provides the permitted methods for a landlord to repay the security deposit, stating:

> *For the purposes of clause 1(a), the landlord shall repay a deposit*
> *(a) by sending a cheque by ordinary or registered mail to an address provided by the tenant, if any;*
> *(b) by giving the deposit personally to the tenant; or*
> *(c) by using any form of electronic payment or transfer to the tenant.*

[34] I find that the evidence presented establishes that the parties do not dispute the determination of the security deposit, including interest. The Landlords must return to the Tenants the security deposit, including interest, totalling $401.99 by the timeline below.

[35] The parties' dispute is over the specific method of returning the security deposit. I find that the Landlords may use one of the methods provided under subsection 40(5) of the *Act*, including e-Transfer, mailing a cheque to the Tenants, provided a forwarding address is given, or paying the Tenants in person the security deposit amount, including interest.

ANALYSIS & FINDINGS

[36] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the burden of proof lies with the Tenants, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.

[1] *Residential Tenancy Act*, RSPEI 1988, c R-13.11, ss 108 & 116.
[2] *McAllister and McAllister v. Stewart and Stewart*, 2025 PEIRAC 33, para. 24.

Issue A. Unlawful rent increases

[37] The Tenants are seeking $3,134.00 against the Former Landlord 2, the Former Landlord 3 and the Landlords for unlawful rent increases, which are broken down below.

Item	Amount
Former Landlord 2 (01 FEB 20 - 29 APR 20)	$90.00
Former Landlord 3 (30 APR 20 - 22 SEP 21)	$647.00
Landlords (23 SEP 21 - 31 DEC 25)	$2,397.00
Total	$3,134.00

[38] The Tenant stated that over the period of the tenancy, there were three unlawful rent increases: February 2020, September 2020 and September 2021.

[39] The Tenant stated that on February 1, 2020, the Former Landlord 2 increased the rent by $30.00 from $725.00 to $755.00. The Tenant stated that this was a 4.1% increase when the allowable rent increase for 2020 was 1.3%. The Tenant stated that she knew the increase was unlawful and knew she could file a Rental Office application. However, the Tenant did not communicate this information or dispute the rent increase to HN or another agent of the Former Landlord 2.

[40] The Tenant stated that she was concerned of eviction, along with housing insecurity and employment insecurity during this period of time.

[41] On April 30, 2020, the Former Landlord 3 purchased the Unit from the Former Landlord 2.

[42] The Tenant stated that on September 1, 2020, KL e-mailed the Tenants informing them that the rent would increase by $10.00, from $755.00 to $765.00. The Tenant stated that, despite receiving a rent increase in February 2020 from the Former Landlord 2, she did not inform KL of the rent increase and did not dispute the second rent increase.

[43] The Tenant stated that on September 1, 2021, the Former Landlord 3 increased the rent by $7.00 from $765.00 to $772.00. The Tenant stated that this was a 0.92% increase, which was within the allowable for 2021 (1.0%). The Tenant stated that this increase was based off the previous unlawful increases in 2020.

[44] The Former Landlord 2 did not submit any evidence in response to the Application and HN did not participate in the hearing.

[45] KL stated that in April 2020 he purchased three twelve-unit buildings, which included in the Unit. KL stated that he received a copy of the tenancy agreement for the Unit, which did not have any indication of a rent increase in February 2020. KL stated that he was not aware of the previous rent increase for the Unit.

[46] KL stated that in September 2020 the rent was increased by $10.00, which was approximately the annual allowable for 2020. KL stated that he did not provide any formal document (Form from the Rental Office) to the Tenant he just e-mailed the rent increase information. KL stated that the Tenant did not dispute or inform him that there was a previous rent increase.

[47] The Representatives stated that the rent was never increased by the Landlords. The Representatives stated that they had no knowledge of the previous rent increases and only received a copy of the tenancy agreement and the security deposit when the Unit was purchased by the Landlords in September 2021.

[48] I have reviewed the evidence presented, and I find that the Tenants’ unlawful rent increase claim is allowed in part.

[49] I find that the evidence establishes that the Former Landlord 2 increased the rent above the allowable amount in 2020. Subsequently, the Former Landlord 3 increased the rent, which also amounted to an unlawful rent increase and saw the Unit's rent increase more than once in a twelve-month period.

[50] The Unit received two unlawful rent increases in 2020 and then another increase in 2021, which would have been lawful but for it being increased based on two previous unlawful increases.

[51] Despite the unlawful rent increases throughout the tenancy, the Tenants had a duty to mitigate their losses.[3]

[52] In Order LR21-35 the Commission commented on a tenant's duty to mitigate losses when making an unlawful rent increase claim under the *Former Act,* stating in part:

> "*Subsection 23(3) requires a lessor to apply for a rent increase that exceeds the annual allowable amount.*
>
> *Mr. Varga testified that when he purchased the building in May 2019, he had no knowledge of what the previous tenant was paying for rent. He stated that $950 is "not even close to market value." He stated that Ms. Perry did not raise the issue with him until she vacated the Premises and decided not to pay her rent for the month of May 2021.*
> *…*
> *The Commission agrees with the Director that, notwithstanding the onus on Mr. Varga to make application to charge a greater than allowable rent for the Premises,* ***Ms. Perry had an obligation to mitigate her losses and could have advised Mr. Varga much earlier in their rental relationship of the differences in rents****.*"[4]
> [Emphasis added].

[53] More recently, the Commission also commented on a tenant's duty to mitigate in Order LR25-32, stating:

> "*The Tenants' evidence is that they only realized that the rent increase in 2019 was unlawful when they were on the Rental Office's website in May 2024. Despite realizing this in May, the Tenants did not bring an application to the Rental Office until December 2024, after already moving out of the Rental Unit.* ***In the Commission's opinion, the Tenants had a general duty to mitigate their losses once they became aware that they had been subject to an unlawful increase.*** *However, in this case, the Tenants testified that they knew they were going to be moving, so they chose not to raise the issue until they moved out of the Rental Unit to avoid an uncomfortable situation until they left.*"[5]
> [Emphasis added].

[54] In this case, the evidence establishes that the Tenants knew of the unlawful rent increase implemented by the Former Landlord 2 in February 2020, but did not inform HN of this unlawful increase nor file an application with the Rental Office.

[55] In September 2020, the evidence establishes that the Tenants did not disclose to KL that they received a rent increase in February 2020.

[56] As the Commission commented in previous decisions, tenants have a general duty to mitigate their losses once they become aware that they had been subject to an unlawful increase.

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[3] *Residential Tenancy Act*, RSPEI 1988, c R-13.11, s. 101.
[4] *Jay Varga v. Terra Perry* 2021, pg. 3.
[5] *McAllister and McAllister v. Stewart and Stewart*, 2025 PEIRAC 33, para. 31.

[57] This is of particular importance when where has been a change in ownership and the tenant had greater knowledge of the rent history details than the new landlord.

[58] I find that the Tenants were aware of the unlawful increase immediately after the telephone conversation with HN in late-January 2020. The Tenants should have informed HN at the time of the unlawful rent increase or should have filed an application with the Rental Office at that time.

[59] Likewise, the Tenants should have informed KL of the previous rent increase in September 2020. I find that the Tenants did not and chose to not raise the issue until the end of their tenancy, years later.

[60] I find that the evidence presented establishes that there was no intentional wrongdoing on the part of the Former Landlord 3 or the Landlords in this case when it comes to the unlawful rent increase. I find that it would not be fair to hold the Former Landlord 3 or the Landlords responsible when the Tenants were the only party with knowledge of the rent history details, and that the Tenants had many opportunities to inform KL or the Representatives of the rent history.

[61] I find that the Tenants did not mitigate their losses. As a result, the Tenants will receive a return of rent for the unlawful increase only from February 1, 2020 to April 30, 2020, in the amount of $90.00 ($30.00 x 3 months) against the Former Landlord 2.

[62] This period of time was when the Tenants should have disputed the unlawful rent increase requested by the Former Landlord 2 or filed an application with the Rental Office.

The lawful rent

[63] Despite my finding that the Former Landlord 3 and the Landlord did not intentionally have any wrongdoing regarding the rent increases, I find that unlawful rent increases occurred for the Unit.

[64] In this case, both the *Former Act* and the *Act* are clear that landlords cannot increase rent beyond the allowable annual amount without making application to the Rental Office for approval. The evidence presented establish that such requirements were not followed for the Unit.

[65] Therefore, I set the Unit’s rent back to the last lawful amount of $725.00. I will allow the annual allowable rent increase amount for 2020 (1.3%) and 2021 (1.0%) to be included based on the rent increases set in this case. The rent was never increased after 2021. Thus, I will not include any further annual allowable rent increases.

[66] The lawful rent for the Unit is $741.77, subject to any increases in accordance with the *Act*.

Issue B. Repairs

[67] The Tenants seek compensation for failure to repair against the Former Landlords and the Landlords, totalling $4,872.00, which are broken down below.

Item	Amount
Former Landlord 1	$913.50
Former Landlord 2	$1,000.50
Former Landlord 3	$739.50
Landlords	$2,218.50
Total	$4,872.00

[68] The Tenant stated that throughout the tenancy the Former Landlords and the Landlords failed to repair and maintain the Unit, particularly leaking windows in the bedroom and the kitchen. The Tenant stated that there was also a consistent issue with the hot water throughout the tenancy.

[69] The Tenants submitted a large volume of evidence, including photographs, video-recordings and screenshots of communication with the Former Landlords, the Landlords and representatives of both.

[70] The Tenant stated that the window leak and hot water access was present since the beginning of the tenancy. The Tenant stated that the issues were mostly ignored by each of the Former Landlords and the Landlords.

[71] An Environmental Health Letter dated November 26, 2025 (the "Letter") was submitted into evidence. The Letter required that the windows be assessed and repaired, along with proper sealing to prevent pest infestations.

[72] The Tenant stated that the reason she did not contact Environmental Health or the Rental Office sooner was because of housing insecurity and employment insecurity. The Tenant stated that she feared being evicted if she pursued an application through the Rental Office.

[73] The Tenant stated that their amount of compensation is based off previous Commission decisions. The Tenant stated that the amounts are about 6% of the monthly rent throughout the tenancy.

[74] PG stated that he did not receive a complaint from the Tenant regarding the windows or hot water. PG stated that he recalled a new hot water boiler being installed during the tenancy. PG stated that the Unit was sold in 2018 and that the company which owned the Unit dissolved in 2021.

[75] HN did not participate in the hearing and did not submit any evidence in response to the Application.

[76] KL stated that he did not know about the Tenants' complaints. KL stated that he only communicated with the Tenants by e-mail.

[77] The Representatives stated that there were attempts to repair the issues brought forward by the Tenants. The Representatives stated that the leaks in the windows were repaired. The Representatives stated that the first formal request for repairs came from the Letter, which was at the end of the tenancy.

Repair claims against the Former Landlord 1

[78] I find that there are two reasons why the Tenants are unable to make a financial claim against the Former Landlord 1.

[79] First, the alleged claims against the Former Landlord 1 span from September 2016 to May 2018. As mentioned above, the *Former Act* applies under subsection 112(2) of the *Act*. The *Former Act* does not contain a limitation period for applying to the Rental Office unlike subsection 75(1) of the *Act*.

[80] In Order LR22-21 the Commission determined the limitation period under the *Former Act* stating:

> "*As explained in Director's Order LD22-068, 2(1)(g) of the Statue of Limitations applies:*
>
> *(1) The following actions shall be commended within and not after the times respectively hereinafter mentioned:*
>
> *…*
>
> *(g) any other action not in this Act or any other Act specifically provided for, within six years after the cause of action arose.*

> *Mr. and Ms. King state that a limitation period of only six years is unfair to long-term tenants. The six-year time limitation set out in the Statute of Limitations is part of the statute law of the Province of Prince Edward Island and cannot be changed by the Director or the Commission. The Commission agrees with the finding of the Director that the Kings are statute-barred from making their claim.*"[6]

[81] I find that the six-year limitation period applies and the Tenants filed too late against the Former Landlord 1.

[82] There is also a secondary reason which prevents the Tenants from making a financial claim against the Former Landlord 1. Clause 181(2)(b) of the *Business Corporations Act*, RSPEI 1988, c B-6.01 states:

> *Notwithstanding the dissolution of a body corporation under this Act,*
> *…*
> *(b) a civil, criminal or administrative action or proceeding may be brought against the body corporate within two years after its dissolution as if the body corporate had not been dissolved.*

[83] I find that the two-year period expired before the Application was filed with the Rental Office. Therefore, the claims against the Former Landlord 1 are denied.

Repair claims against the Former Landlord 2, the Former Landlord 3 and the Landlords

[84] The Tenants' evidence establishes that there were maintenance needs inside the Unit and that the Tenants have communicated the repair needs throughout the tenancy to different representatives of the Former Landlords and the Landlords.

[85] I further find that, as a result of the needed repairs, there was some devaluation of the tenancy. This also included services included in the tenancy agreement, which were intermittent throughout the tenancy.

[86] The evidence also establishes that there were delays for the repairs due to ownership changes, miscommunication between representatives, the Former Landlords and the Landlords.

[87] Similarly to the unlawful rent increase analysis, I find that the Tenants had a general duty to mitigate losses.

[88] In this case, the Tenants communicated with individuals whom were agents of the Former Landlords and the Landlords throughout the tenancy. However, to put this matter into context, the Tenants' complaints started in September 2016 and ended December 2025.

[89] During this lengthy tenancy, the Tenants chose not to make a complaint with Environmental Health nor file an application with the Rental Office until the end of the tenancy. The Tenants continued to occupy the Unit for almost ten years without making a complaint or application to an authority. Instead, the Tenants collected detailed and robust evidence against the Former Landlords and the Landlords.

[90] I find that any claims against the Former Landlord 2 and the Former Landlord 3 are denied due to the Tenants' failure to mitigate their losses. The Tenants were aware of the repair issues for numerous years before the Former Landlord 2 and the Former Landlord 3 purchased the Residential Property.

[6] *David and Lesley King v. Grant Lawlor 2022*, pg. 3.

[91] Regarding the Landlords' liability, I find that the Landlords did take steps to repair the leaky windows. The Landlords' evidence establishes that the Tenants were required to make any and all maintenance requests through an internal app or portal, which the Tenants were not always interested in using.

[92] When determining an award for compensation due to a devaluation of the tenancy, it is a subjective assessment for each case. In this case, I find that the Tenants continued to occupy the Unit for ten years, the Tenants failed to mitigate their losses and the Landlords' efforts to repair the leaks support no compensation, despite the finding of a devaluation of the tenancy. Therefore, these claims against the Landlords are denied.

Breach of quiet enjoyment claims against the Landlords

[93] The Tenants are seeking compensation against the Landlords for breach of quiet enjoyment, totalling $3,625.00.

[94] The Tenants stated that the Landlords breached the Tenants' right to quiet enjoyment because of renovations on the Residential Property and two neighbouring buildings from November 2021 to August 2022.

[95] The Tenants stated that there was debris and building supplies within the common areas of the Residential Property, and also restricted access to the Tenants' patio. There were hot water outages without notice provided to the Tenants, contractors opening the Unit's front door accidently, snow removal, access to garbage and lawn cutting being disrupted during renovations.

[96] The Tenants stated that there was also intimidating conduct by the Landlords' agents. This conduct included offering to buyout the Tenants' tenancy agreement, providing gift card compensation for the contractors attempt to enter the Unit, not replacing the windows/doors while the Tenants were still in the Unit and painting the exterior frame of the windows and doors of the Tenants' windows and doors black.

[97] The Tenants submitted a large volume of evidence, including photographs, video-recordings and screenshots of communication with the Landlords and the Representatives.

[98] The Representatives stated that there were major renovations completed over a ten-month period (October 2021 to September 2022). The Representatives stated that there was no "intimidating conduct." The Representatives stated that they offered the Tenants three months of rent plus moving expenses in exchange for the Tenants to move out due to the upcoming renovations. The Representatives stated that they also offered the Tenants $3,000.00 to move out of the Unit because of the renovations.

[99] The Representatives stated that all the renovations and construction work was completed in accordance with the municipal bylaws.

[100] I have reviewed the evidence presented for this claim.

[101] Section 22 of the *Act* states:

> *A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to*
> *(a) reasonable privacy;*
> *(b) freedom from unreasonable disturbance;*
> *(c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and*
> *(d) use of common areas for reasonable and lawful purposes, free from significant interference.*

[102] I find that the Tenants' evidence establishes that they felt that there was a consistent disturbance, both due to noise and debris left around the Residential Property, due to the renovations. This would have impacted the Tenants' quiet enjoyment.

[103] However, the evidence presented does not establish that the Landlords' conduct was intended to breach the Tenants' right to quiet enjoyment. In other words, the Landlords have a right to renovate the Residential Property and the neighbouring buildings. Further, I find that the evidence does not establish that the Landlords were not in compliance with municipal bylaws, which may have impacted the Tenants. I find that the Landlords' conduct does not establish a breach of the *Act*.

[104] I further find that the Landlords attempted to offer the Tenants money, including moving expenses to relocate the Tenants due to the likelihood of disturbances from the renovations.

[105] The renovations were completed in 2021 and 2022. The Tenants filed the Application four years after the completion of the renovations. The Tenants' delay in attempting to seek a determination, return of rent or repairs until the end of the tenancy has negatively impacted the Tenants' claims, where they did suffer from an unlawful rent increase, a devaluation of the tenancy agreement and suffered some loss of their quiet enjoyment.

[106] Despite the Tenants' robust and well-organized evidence, I find that compensation for quiet enjoyment is not supported because the Landlords did not breach the *Act*. This claim is denied.

CONCLUSION

[107] The Application is allowed in part.

[108] The Landlord must return the security deposit, including interest to the Tenants, totalling $401.99 by the timeline below.

[109] The Former Landlord 2 must pay the Tenants $90.00 by the timeline below. The other unlawful rent increase claims are denied.

[110] The Tenants' compensation claims for repairs and breach of quiet enjoyment are denied.

[111] The lawful rent for the Unit is $741.77, subject to any lawful increases in accordance with the *Act*.

IT IS THEREFORE ORDERED THAT

1. The Landlords must pay the Tenants $401.99 by September 5, 2026.

2. The Former Landlord 2 must pay the Tenants $90.00 by September 5, 2026.

3. The lawful rent for the Unit is $741.77, subject to any lawful increases in accordance with the *Act*.

DATED at Charlottetown, Prince Edward Island, this 5th day of August, 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.