

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks to keep the Tenants’ security deposit plus additional compensation for rent owing and unpaid electricity expenses.

BACKGROUND

- [3] The Unit is a three-bedroom, one-bathroom rental unit located in the upstairs portion of a two-unit bungalow (the “Residential Property”). There is a separate rental unit in the downstairs portion (the “Downstairs Unit”).
- [4] The Landlord has owned the Residential Property since around 2008. The Landlord lived in the Unit before the Tenants moved in.
- [5] The Landlord and the Tenants (“AS” and “VG”) entered into a written, monthly tenancy agreement that started in February of 2023 (the “Tenancy Agreement”). A security deposit of \$2,400.00 was paid at the beginning of the tenancy. Rent in the amount of \$2,400.00 was due on the first day of the month.
- [6] The Landlord and another tenant (“HS”) entered into a separate written, monthly tenancy agreement for the Downstairs Unit that started on June 1, 2022.
- [7] On March 3, 2026 the Landlord taped to the Unit’s door a notice to the Tenants and HS regarding unpaid electricity expenses.
- [8] On March 17, 2026 the Landlord taped to the Unit’s door a first *Form 4(A) Eviction Notice* for non-payment of rent directed to the Tenants and to HS, with an April 5, 2026 vacate date.
- [9] On March 24, 2026 the Landlord taped to the Unit’s door a notice to the Tenants and HS regarding unpaid electricity.
- [10] On April 2, 2026 the Landlord taped to the Unit’s door a second *Form 4(A) Eviction Notice* for non-payment of rent and electricity expenses directed to the Tenants and HS, with an April 22, 2026 vacate date.
- [11] On April 23, 2026 and May 11, 2026 the Landlord filed two *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office claiming against the Tenants and HS for rent owing and electricity expenses in the amount of \$3,241.26 (the “Applications”).
- [12] In this case the date that the tenancy ended is in dispute.
- [13] On May 15, 2026 the Rental Office issued notice of a tele-hearing scheduled for June 23, 2026.
- [14] On June 11, 2026 the Rental Office issued a 64-page PDF evidence package.
- [15] On June 23, 2026 the Landlord’s representative (the “Representative”), the Tenants and a subtenant (the “Subtenant”) participated in the hearing. The Tenants and the Subtenant stated that they had not received the evidence package and I sent them a copy. I informed the Tenants and the Subtenant that the hearing could be rescheduled to provide them with more time to review the evidence package. However, they reviewed the evidence package and decided to proceed with the hearing. Only the Landlord submitted documentary evidence regarding the Applications.

DISPOSITION

- [16] The Landlord has established claims for rent owing and electricity expenses, in the total amount of \$2,922.32.
- [17] The Landlord will keep the security deposit, including interest, in the amount of \$2,579.75.
- [18] AS must pay the Landlord additional compensation in the amount of \$342.57 by September 17, 2026.

PRELIMINARY MATTERS

- [19] The Landlord claimed against HS in the Applications and submitted into evidence HS's tenancy agreement.
- [20] At the hearing the Representative stated that HS lived in the Downstairs Unit.
- [21] It appears that HS was included in the Applications in error.
- [22] I find that HS is not responsible under the Act for rent owing for a unit that HS did not rent. Further, the contact information in the Applications is for the Tenants and the Subtenant. Even if HS was a relevant party for this dispute, I am not satisfied that the Landlord served HS with the Applications.
- [23] Therefore, HS is removed as a party to this proceeding.
- [24] The evidence also establishes that the Subtenant does not have a direct landlord-tenant relationship with the Landlord. The Applications do not name the Subtenant as a Respondent. I find that the Subtenant is not liable to the Landlord for the amount ordered below.

ISSUES

- A. Do VG and AS owe rent to the Landlord?
- B. Do VG and AS owe electricity expenses to the Landlord?

ANALYSIS**A. Do VG and AS owe rent to the Landlord?****Evidence**

- [25] The Representative's evidence is summarized as follows.
- [26] The Representative stated that the Unit's rent is owing for April of 2026, in the amount of \$1,900.00, or the full amount of \$2,400.00.
- [27] The Representative stated that the Landlord agreed to reduce the rent temporarily from \$2,400.00 to \$1,900.00 for February and March 2026 because one of the Tenants (VG) had a family emergency. The Landlord understood that this tenant was leaving the Unit permanently and this person would no longer be the Landlord's tenant.
- [28] AS sent text-messages on April 9, 2026 indicating that he still lived in the Unit. If the Representative had known that AS was going to claim that AS moved out by March 31, 2026, then the Representative would have submitted these messages to the Rental Office.

- [29] On April 23, 2026 the Landlord filed another application with the Rental Office to evict the Tenants and all occupants because the Representative saw that the Unit remained occupied as of this date.
- [30] AS and the Subtenant moved out of the Unit around April 24 or 25, 2026 but did not provide the Landlord with the Unit's keys. However, after AS and the Subtenant moved out, they left behind another person ("SYS") living in the Unit, without the Landlord's consent. Charlottetown Police Services (the "Police") informed the Landlord that the person remaining was SYS.
- [31] SYS claimed that he was subletting the Unit from the Tenants. The Police would not force SYS to leave the Unit because of this subletting claim.
- [32] SYS knew both Tenants' names. SYS was aware of the entire rental situation except for the eviction notices, which the Representative felt bad about. SYS stated that he was e-Transferring funds to the Tenants. SYS moved out of the Unit around the end of April 2026.
- [33] In response to the Tenants' evidence and the Subtenant's evidence below, the Representative stated that the Tenants did not provide any written notice that they were moving out on March 31, 2026.
- [34] The Tenants' evidence and the Subtenant's evidence is summarized as follows.
- [35] VG and the Subtenant moved into the Unit in February of 2023. AS lived in the Unit starting March of 2023.
- [36] VG moved out of the Unit near the end of January 2026 because of a family emergency. VG stated that he met with the Landlord and it was agreed that the rent would be reduced from \$2,400.00 to \$1,900.00. VG stated that he did not have personal knowledge of the electricity payments after he moved out.
- [37] AS and the Subtenant stated that the Landlord reduced the rent to \$1,900.00 from February to April of 2026.
- [38] AS stated that, even after VG left, the Landlord wanted to speak with VG and did not want to speak with AS.
- [39] AS stated that there was also another guy ("P") staying at the Unit who worked for a trucking company that made trips to the United States. AS informed P that the Tenants and the Subtenant had left the Unit.
- [40] AS and the Subtenant stated that they moved out of the Unit on March 31, 2026 and nobody was living there after this date. AS stated that he left the Unit's keys on a table at the Unit.
- [41] Early in the tele-hearing, AS stated that he did not agree to the Landlord keeping the security deposit.
- [42] Later in the hearing, AS stated that he talked with the Landlord in early March and told the Landlord that the Unit was being vacated at the end of March. The Landlord responded stating that he wanted the rent for April. AS told the Landlord that he had the security deposit and the Landlord could keep it for April rent. AS stated that he later told the Subtenant that he had given the Landlord permission to keep the security deposit.
- [43] The Subtenant stated that AS had informed him in March that AS had given the Landlord notice that the Unit was being vacated. The Subtenant was unsure how the Landlord was given notice, but it was possibly through WhatsApp.

- [44] The Subtenant stated that AS told him that AS had given the Landlord permission to keep \$1,900.00 of the security deposit for April 2026 rent.
- [45] The Subtenant stated that he moved out of the Unit with AS at the end of March 2026.
- [46] The Tenants and the Subtenant stated that they did not know SYS.

Determination

- [47] Based upon the evidence presented, I find that the Unit's rent was reduced to \$1,900.00 from February to April of 2026. The Representative admitted that the rent was reduced to \$1,900.00 for February and March 2026. The Representative was uncertain regarding the exact amount of rent payable for April of 2026. AS and the Subtenant both gave evidence that the rent charged for April 2026 was \$1,900.00.
- [48] The rent due under the March 17, 2026 eviction notice was paid within ten days and was therefore this eviction notice was invalidated under clause 60(4)(a) of the *Act*.
- [49] AS giving the Landlord proper notice to end the monthly tenancy in March 2026 would only have ended the tenancy effective April 30, 2026.
- [50] Further, based upon the evidence presented, I find that there were occupants that were permitted in the Unit that did not vacate until near the end of April 2026. I accept the Representative's evidence that the Landlord was actively seeking to regain access to the Unit and sought assistance from the Police. However, the Police refused to become involved because SYS claimed to be a subtenant and knew details of the rental situation. This prevented the Landlord from regaining access to the Unit.
- [51] I find that the rent due from February to April 2026 was \$5,700.00 and only the amount of \$3,900.00 was paid for this period. There is outstanding rent owing, in the amount of \$1,800.00.
- [52] The Representative admitted that the Landlord did not consider VG a tenant after January of 2026. The tenancy essentially continued with AS being the sole tenant, with the rent reduced to \$1,900.00. I therefore find that solely AS is liable for the Landlord's additional compensation claim, as determined below.

B. Do VG and AS owe electricity expenses to the Landlord?

- [53] The Landlord seeks electricity expenses for three months because the Tenants did not pay the Unit's electricity bills for February (\$414.29), March (\$392.38) and April of 2026 (\$350.72). The Landlord submitted into evidence the Maritime Electric statements.
- [54] The Representative stated that the electricity expenses were split 50/50 between the Unit and the Downstairs Unit. The Representative stated that the Tenants paid the first two electricity bills in evidence for the periods from December 3, 2025 to January 3, 2026 and from January 3, 2026 to February 3, 2026.
- [55] The Representative stated that the Tenants normally paid for the electricity expenses in cash. The Landlord did not receive the February 2026 electricity bill from Maritime Electric until mid-March of 2026.
- [56] AS stated that the electricity expenses were paid to the Landlord in cash. AS stated that he does not know what amount of electricity expenses remain outstanding. AS later stated that the electricity expenses for February and March 2026 were paid but the April 2026 bill was not paid because the Tenants did not live in the Unit.

- [57] I have reviewed the parties' evidence.
- [58] AS's evidence changed from not knowing the amount of electricity expenses outstanding to stating that February and March 2026 expenses were in fact paid. AS did not provide detailed evidence regarding when and where these payments were made or provide any supporting documents.
- [59] VG admitted that he does not have personal knowledge of the payments made after he vacated the Unit in January of 2026.
- [60] I prefer the evidence of the Representative regarding the outstanding electricity expenses.
- [61] I note that the April 2026 bill is a 30-day period from April 3, 2026 to May 3, 2026. With the tenancy ending on April 30, 2026, I prorate this electricity bill for 27 days, in the amount of \$315.65 (\$350.72 multiplied by 27 days and divided by 30 days). Therefore, the outstanding electricity expenses total \$1,122.32.

CONCLUSION

- [62] The Landlord has established claims for rent owing and electricity expenses in the total amount of \$2,922.32.
- [63] The security deposit was paid near the beginning of the tenancy. I find that there was an agreement in early March of 2026 for the Landlord to keep the security deposit. I calculate security deposit interest from February 1, 2023 to March 1, 2026, in the amount of \$179.75.
- [64] I find that AS must pay the Landlord additional compensation in the amount of \$342.57 by the timeline below, calculated as follows:

Item	Amount
Rent owing	\$1,800.00
Electricity expenses	\$1,122.32
Total:	\$2,922.32
Total established claims	\$2,922.32
Security deposit	-\$2,400.00
Interest	-\$179.75
Balance:	\$342.57

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the security deposit, including interest, in the amount of \$2,579.75.
2. AS must pay the Landlord additional compensation in the amount of \$342.57 by September 17, 2026.

DATED at Charlottetown, Prince Edward Island, this 17th day of August, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.