

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenants seek compensation related to electrical outages at the Unit. The Tenants seek a determination that the Landlord's property manager did not properly access the Unit on two occasions.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom apartment in a building containing three residential units and one commercial unit (the "Building"). The Landlord has owned the Building since 2011.
- [4] The Landlord and the Tenants entered into a written, fixed-term tenancy agreement from April 1, 2026 to March 30, 2027. A security deposit of \$1,600.00 was paid before the Tenants moved in. Rent in the amount of \$1,600.00 was due on the first day of the month.
- [5] On June 15, 2026 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office seeking compensation and a determination.
- [6] Near the end of June 2026 the Tenants gave the Landlord notice to end the tenancy.
- [7] On July 28, 2026 the Tenants moved out of the Unit and in early August the Landlord returned the Tenants' security deposit.
- [8] On August 14, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 6, 2026.
- [9] On September 25, 2026 the Rental Office emailed the parties an 83-page PDF evidence package.
- [10] On October 6, 2026 the Tenants, the Landlord, and the Landlords' three witnesses (including the "Property Manager") participated in the tele-hearing. The parties confirmed that they received the evidence package and that they were not aware of anything missing that was previously submitted to the Rental Office for this dispute.

DISPOSITION

- [11] I find that the Landlord must pay the Tenants compensation in the amount of \$336.08 related to the Unit's electricity outages.
- [12] I find that there were isolated incidents where the Property Manager did not access the Unit in accordance with section 23 of the *Act*.

ISSUES

- A. Must the Landlord compensate the Tenants regarding two electricity outages at the Unit?
- B. Did the Landlord's property manager improperly access the Unit?

ANALYSIS**A. Must the Landlord compensate the Tenants regarding two electricity outages at the Unit?**

- [13] The Tenants seek compensation amounting to ten days rent regarding two electricity outages, which the Tenants calculate to total \$540.00.

- [14] The Landlord had previously offered the Tenants a \$100.00 rent reduction. The Tenants rejected the offer because it was not high enough. During the hearing the Landlord stated that she considered \$300.00 to be an appropriate amount of compensation for the Tenants' electricity claims. The Tenants also dispute this amount as too low.
- [15] Electricity was an included service in the tenancy agreement.
- [16] There were two periods where the Unit's electricity was not available. The first period was from May 3 to May 5, 2026 and the second period was from the evening of May 15, 2026, when the Tenants returned to the Unit after work, until the evening of May 21, 2026.
- [17] The Tenants claim against the Landlord for restaurant food that the Tenants ordered when the electricity was not working, in the amount of \$316.90, and spoiled food, in the amount of \$40.00.
- [18] The evidence of the parties establishes that the Tenants did not have power in the Unit for approximately eight days, not ten days.
- [19] The Tenants were unsure of the exact dates for the first two-day period. However, based upon the Property Manager's evidence, I am satisfied that this two-day period was between May 3 and May 5, 2026.
- [20] With regard to the second period, the Tenants have only established a part day outage on May 15, 2026 and a part day outage on May 21, 2026. I consider the partial outages on May 15 and 21, 2026 as essentially one day. The electricity was fully out on May 16, 17, 18, 19, 20, 2026, being an additional five days.
- [21] The rent that the Tenants paid during this period was \$412.90 (8 days divided by 31 days multiplied by \$1,600.00).
- [22] The Tenants seek compensation for the entire amount of rent paid during this period. However, I find that only a partial return is supported.
- [23] The Tenants do not know what caused the electricity outages.
- [24] The evidence presented establishes that the Landlord did not deliberately turn the electricity off.
- [25] The Property Manager's evidence indicates that the first electricity outage may have been caused by the Tenants having significant electricity usage on a single outlet.
- [26] The Landlord and the Property Manager made reasonable efforts to restore the electricity during the second outage. The Property Manager and the repair person attempted to resolve the electricity problem but were unable to identify any issues.
- [27] The Landlord contacted the electricity provider to restore the power. The restoration of power during the second outage was complicated by the electricity outage arising after normal business hours and Monday, May 18, 2026 being a statutory holiday. The Landlord's evidence indicates that the second outage occurred because the electricity account for the Building's commercial unit was closed.
- [28] Although the parties disagree on the exact timing, the Landlord provided the Unit with some electricity through an extension cord early on during the second outage.
- [29] The Tenants lived in the Unit during both of the outages and they did not incur any hotel or alternate accommodation expenses.

- [30] Despite the Landlord not causing the electricity outages and the Landlord making reasonable efforts regarding power restoration, I find that the tenancy agreement was nonetheless devalued (clause 85(1)(e)). I find that in the circumstances of this case, compensation for the devaluation equal to one third of the rent paid is appropriate for this eight-day period, in the amount of \$137.63 (\$412.90 multiplied by 33.33%).
- [31] The Tenants continued to live in the Unit during the outages and the Landlord provided some electricity to the Unit during the second outage.
- [32] This is not a case where the Tenants received no benefit from the Unit during the power outages.
- [33] I find that the Tenants incurred food expenses that they would not normally have incurred because the included electricity service was not provided for six days during the second outage. The Tenants' \$40.00 claim for spoiled food is allowed.
- [34] The Tenants also claimed for \$316.90 for restaurant and delivery food. I find that half of this cost is allowed. If the electricity outages never occurred, then the Tenants would still have had some grocery expenses and possibly some restaurant expenses. This claim is allowed in part, in the amount of \$158.45.
- [35] The Tenants' established claims regarding the electricity outages total \$336.08 (\$137.63 plus \$40.00 plus \$158.45).

B. Did the Landlord's property manager improperly access the Unit?

- [36] I note that a landlord is permitted to provide a property manager with keys to a rental unit.
- [37] Landlords and their property managers are required to follow the rules for proper access to a rental unit are provided in section 23 of the *Act*.
- [38] A landlord or their authorized property manager can access a rental unit by obtaining a tenant's permission at the time of entry or not more than ten days before the entry under subsection 23(a) of the *Act*. A landlord can also access a rental unit with at least 24 hours written notice under subsection 23(b).
- [39] The Tenants take issue with the Property Manager's access to the Unit on two occasions. On one occasion the Property Manager accessed the Unit regarding a heating issue and on a second occasion relating to a pest control matter.
- [40] Although the Property Manager sought access to the rental unit for reasonable purposes and made efforts to obtain the Tenants' permission for access, I am not satisfied that the Property Manager adequately followed the proper procedure under section 23. Unfortunately, the Tenants were unavailable when the Property Manager sought permission for access. The evidence presented does not establish that the issues amounted to emergencies where permission or written notice were unnecessary. The Landlord and the Property Manager must ensure that residential rental units are only accessed in accordance with the *Act*.
- [41] At the hearing the Tenants did not specifically request compensation regarding the access issues. However, it appears to me that these access issues were isolated incidents that do not support a compensation claim.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenants the amount of \$336.08 by November 9, 2026.

DATED at Charlottetown, Prince Edward Island, this 7th day of October, 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.