INTRODUCTION

[1] This decision addresses three applications the Landlord filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").

[2] The Landlord is requesting rent increases of 5.0%, which are 3.0% above the 2026 allowable annual guideline of 2.0%.

BACKGROUND

[3] The "Residential Property" contains twenty-six rental units, three of which are the subject of the Landlord's applications (the "Units"). The Landlord has owned the Residential Property since 2023.

[4] The Landlord served the Tenants with three *Form 8 Notice of Annual Allowable Rent Increase* and filed and served three *Form 9 Landlord Application to Request Additional Rent Increase* (the "Applications"). The current rents and proposed rents are as follows:

Unit	Current Rent	Proposed Rent
108	$1,017.89	$1,068.78
305	$877.73	$921.62
309	$1,295.93	$1,360.73

[5] On June 17, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for July 21, 2026.

[6] On July 15, 2026, the Rental Office shared a 605-page PDF with the parties via TitanFile, including a *Form 10 Landlord Statement of Income and Expenses* (the "Statement") and additional supporting documents (the "Evidence Package").

[7] On July 21, 2026, the Landlord's representative (the "Representative") participated in a Rental Office tele-hearing. The Representative confirmed receipt of the Evidence Package and stated that it included all submitted materials. One Tenant submitted documentary evidence, but no Tenants participated in the tele-hearing.

[8] During the hearing, I requested additional supporting documents from the Landlord.

[9] On August 31, 2026, the Landlord provided the Rental Office and the Tenants with additional supporting documents, including spreadsheets and PDF documents, as requested on July 21, 2026. I provided the Tenants with the additional documents and a response submission deadline of September 8, 2026.

[10] On September 8, 2026, I requested further submissions from the parties, due September 10, 2026, specifically regarding the May 1, 2025 rent increase for Unit 309, which exceeded the 2025 allowable annual guideline of 2.3%.

[11] The Tenant in Unit 309 submitted additional documentation; however, the Landlord did not provide a response or additional evidence regarding the May 1, 2025, rent increase.

DISPOSITION

[12] The Applications for 5.0% rent increases for Units 108 and 305 are allowed.

[13] The Application for a 5.0% rent increase for Unit 309 is denied.

ISSUE

A. Does the evidence support additional rent increases above the 2026 allowable annual guideline?

ANALYSIS & FINDINGS

Additional Rent Increase – Factors to Consider

[14] I must consider the following factors in subsection 50(3) of the Act:

1. The rent history for the Units in the three years preceding the date of the Applications;
2. A change in operating expenses and capital expenditures in the three years preceding the date of the Applications that I consider relevant and reasonable;
3. The expectation of the Landlord to have a reasonable return on its capital investment; and
4. The expectation of the Tenants that rent increases will remain within the allowable annual guideline.

[15] Subsection 50(4) states that I also have the discretion to consider any other factor or any factor prescribed in the *Residential Tenancy Regulations* (the "Regulations"). The Regulations also state that I may consider whether the purchase of a residential property should not require a rent increase within the first year to achieve a reasonable return on the landlord's capital investment. I find that this factor does not apply because the Landlord purchased the Residential Property in 2023.

Clause 50(3)(a) – rent history for the affected rental units

[16] Clause 50(3)(a) requires that I consider the rent history for the Units in the three years preceding the date of the Applications, which are 2023, 2024, and 2025.

[17] In 2023, the allowable annual rent increase was 0.0%. On the dates below, each Unit's rent was increased by the 3.0% allowable annual rent increase for 2024 and by the 2.3% allowable annual rent increase for 2025.

Unit	2024 / 2025
108	May 1
305	November 1
309	January 1

[18] On May 1, 2025, four months after the January 1, 2025 allowable annual rent increase, the Landlord increased the rent for Unit 309 from $1,085.40 to $1,295.93, a 19.40% increase.

Clause 50(3)(b) – change in operating expenses and capital expenditures

[19] Clause 50(3)(b) requires that I consider a change in operating expenses and capital expenditures in the three years preceding the date of the Applications that I consider to be relevant and reasonable. The Landlord provided the operating expenses for the past three years in the Statement.

[20] The Landlord did not list municipal taxes or capital expenditures in the "two-years-ago" column because the Landlord was unable to obtain this information from the previous landlord. The Landlord incurred no fuel expenses in the last 12 months. Although some historical expense information before the Landlord's ownership was unavailable, I am satisfied that the available evidence is sufficient to reasonably assess the Applications.

[21] Each claimed expense was supported by documentary evidence, including statements, invoices, and supporting spreadsheets, and was corroborated by the Representative's testimony. I find that the Landlord's operating expenses are reasonable and supported by the evidence. The evidence establishes that the Landlord's operating expenses increased over the relevant three-year period. The Representative stated that the Landlord's expenses cover the period from November 1 to October 31 of each year.

[22] Other than the adjustments below, I accept the Landlord's evidence regarding the Statement. The adjusted Statement is set out in Appendix "A".

Adjustments to the Statement

[23] The adjustments to the Statement are as follows:

a. Line 14 (Property management fees): Clause 1(c) of the Regulations defines "management fee" as the actual cost of the management fee or 5.0% of the gross rental income for the previous year, whichever is the lesser. Accordingly, the allowable amount is capped at the lesser of these two values, regardless of the Landlord's actual expense.

   i. The Landlord claimed $1,914.04, which the Representative stated was 5.0% of the Units' portion (3 units / 26 units) of the Residential Property's gross rental income. I accept this calculation for the proposed column.

   ii. I find that the evidence establishes that 5.0% of the Units' previous year's gross rental income is $1,871.00, and I adjust this calculation for the current column.

b. Line 15 (Maintenance expenses): The Landlord claimed $6,141.57; however, after the hearing, the Landlord adjusted this expense to $2,992.76, which is supported by the evidence. The evidence establishes that these expenses cover boiler repair, cleaning supplies, electrical expenses, general materials, HVAC, painting, plumbing, and unit turnover materials.

Clause 50(3)(c) – reasonable return on the landlord's capital investment

[24] Clause 50(3)(c) requires that I consider the Landlord's expectation to have a reasonable return on its capital investment. To determine the Landlord's return on investment ("ROI"), I must first determine the value of the Landlord's capital investment.

Value of Capital Investment

[25] In Order LR25-31, the Island Regulatory and Appeals Commission (the "Commission") commented on the method and evidence required to determine the value of a landlord's capital investment as follows:

> *"[37] In our opinion, the goal when determining the value of the landlord's investment is to arrive at a valuation that is both accurate and reasonable in the circumstances. A key factor in that determination is for the Commission to interpret what is meant by the term "capital investment", as used in clause 50(3)(c). In our opinion, a capital investment is just that – the landlord's investment in capital, which includes both the land and building (i.e. real property).*
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> *[38] … valuing a landlord's capital investment will be on a case by case basis, with the goal being to ascertain the actual fair market value of the capital asset as accurately as reasonably possible based upon the evidence brought forward to the hearing officer or panel.*

> *[50] In summary, the Commission finds that the value of capital investment used to calculate a landlord's return on investment should be the full value of the landlord's capital investment (being the real property) and should not be subject to a deduction of the outstanding mortgage principal."*

GAAP

[26] The Landlord provided a Generally Accepted Accounting Principles (GAAP) valuation of $3,279,117.14 for the Residential Property, which includes the combined value of buildings, building improvements, land, and appliances. This valuation would assign each Unit a value of $126,119.89.

[27] I recognize that GAAP financial reporting is reliable for accounting purposes; however, I find that it does not establish a fair market value for the determination of clause 50(3)(c). GAAP is based on historical cost and depreciation, and depreciation accounting does not always reflect changes in real estate values over time. Depreciation accounting reduces asset values over time and does not necessarily reflect fair market value.

[28] I note that the Regulations also state that operating costs exclude depreciation costs; however, this is only for the purposes of clause 50(3)(b) of the Act.

Appraisal

[29] The Landlord submitted a May 2023 appraisal (the "Appraisal"), which assessed the market value of the Units at $139,024.00 per Unit.

[30] I find the Appraisal to be reliable evidence because it was prepared by a qualified, independent appraiser who used a recognized market valuation method.

[31] I accept that the Units are substantially similar and that no evidence was provided indicating any material variation in market value between the Units. I therefore find that a per-unit allocation of the Appraisal is reasonable for determining the Applications.

[32] Accordingly, I find that the fair market value of the Landlord's capital investment for the purposes of clause 50(3)(c) is $417,072.00 ($139,024.00 x 3) based on the Appraisal evidence. I find the Appraisal evidence more accurate than the GAAP valuation because the Appraisal more directly reflects the Units' current fair market value. In contrast, the GAAP valuation reflects historical accounting values that have been depreciated.

Reasonable Return on Investment

[33] In Order LR25-31, the Commission commented regarding a landlord's ROI:

> *"[53] … Where we have accepted that mortgage principal should not be deducted from the value of the landlord's investment, we recognize that there should be some kind of "normalizing" in respect of how landlords choose to fund their investments. Therefore, we find that when calculating a landlord's ROI, the financing costs of interest on mortgages registered against the property should not be included in the "annual operating expenses".*
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> *[60]. For the present time, the Commission is still without a professional analysis setting out an appropriate rate of return on investment for residential rental properties. We do acknowledge that investment conditions change and, in fact, have changed since Order 22-39. However, until such time as we are presented with a professional analysis, we are satisfied that, based on previous Commission Orders, landlords are entitled to a ROI of at least 4% and, on a case by case basis, landlords may justify that a ROI of up to 7% is reasonable, based on the specific circumstances.*

> *[61]. Additionally, it is always open to landlords on additional rent increase applications to bring forward professional evidence and challenge the accepted ROI guideline, but the upper limit of 7% should not be adjusted further upward unless satisfactory professional evidence is provided."*

[34] Based on the net operating income and the appraised value of each Unit at $139,024.00, I calculate the Landlord's current ROI to be 3.95%, excluding mortgage interest from operating expenses in accordance with the analysis in Order LR25-31.

[35] After including the 2026 allowable annual rent increase of 2.0% and the maximum additional rent increase of 3.0% for the Units approved for above-allowable annual guideline rent increases, the Landlord's ROI would increase to 5.02%. I find that this projected ROI remains within the Commission's generally accepted range of 4.0% to 7.0%.

Clause 50(3)(d) – expectation of tenants regarding the annual guideline

[36] Clause 50(3)(d) requires that I consider the Tenants' expectation that rent increases will remain within the allowable annual guideline. In 2026, the allowable annual guideline increase is 2.0%. The Tenant in Unit 309 stated she was opposed to an additional rent increase because the Landlord increased the Unit's rent above the allowable annual guideline in 2025. The Tenants in the other Units provided no submissions.

Weighing the Factors

Units 108 and 305

[37] I find that the evidence supports additional rent increases resulting in a total rent increase of 5.0% for Units 108 and 305. The rent history does not weigh against the above-allowable annual guideline rent increases. The Landlord's total operating expenses have increased over the past three years. The Landlord has incurred capital expenditures for the Units. The Landlord's ROI is currently 3.95%, and with 5.0% rent increases for these two Units, the Landlord would achieve an ROI of 5.02%.

[38] While the projected ROI of 5.02% falls within the accepted range, the evidence establishes increasing operating expenses and capital expenditures that would reduce the Landlord's return absent additional rent increases. In the circumstances, permitting increases that result in a projected ROI of 5.02% is reasonable and consistent with the Commission's accepted range.

[39] I find that the factor in clause 50(3)(d) does not weigh in favour of either granting or denying the Applications for Units 108 and 305, as those Tenants submitted no evidence regarding their expectations that rent increases will remain within the allowable annual guideline.

[40] After considering and weighing all of the statutory factors set out in subsection 50(3) of the Act, I find that the evidence supports rent increases above the allowable annual guideline for Units 108 and 305 effective as set out below, in accordance with the Act.

[41] The Landlord also provided the Tenants with three months' notice of the rent increases.

Unit 309

[42] I find that the evidence does not support an additional rent increase for Unit 309. The Act states that I must consider Unit 309's rent history for the three years preceding the date of the Application, as mandated by clause 50(3)(a). The rent history is as follows:

Date	Old rent	New rent	Percentage
January 1, 2024	$1,030.00	$1,061.00	3.0%
January 1, 2025	$1,061.00	$1,085.40	2.3%
May 1, 2025	$1,085.40	$1,295.93	19.40%

[43] I find that Unit 309's rent history weighs against an above-allowable annual guideline rent increase for this Unit, as the evidence establishes that on May 1, 2025, the Landlord increased the Unit's rent by 19.40%.

[44] This increase occurred only four months after Unit 309's January 1, 2025, 2.3% allowable annual rent increase, which is in contravention of subsection 48(1) of the Act. Additionally, the Tenant in Unit 309 disputed the proposed 5.0% rent increase, which also weighs against an above-allowable annual guideline rent increase under clause 50(3)(d) of the Act.

[45] I find that the factors in clauses 50(3)(a) and (d) weigh more heavily against an above-allowable annual guideline rent increase than the other factors that I must consider. Therefore, I find that the Application for a 5.0% rent increase for Unit 309 is denied.

[46] I note that the Landlord's proposed ROI has been calculated without factoring in an above-guideline allowable annual rent increase for Unit 309. The proposed ROI uses the current rent of $1,295.93 as the proposed rent for Unit 309.

[47] Regarding Unit 309's 19.40% rent increase, the Rental Office determined a similar matter in Order LD25-405. Evidence in that matter showed that in 2024 a previous landlord increased the rent for a rental unit from $577.00 to $850.00 (47.31%), contrary to Part 2 of the Act. The Rental Office, in Order LD25-405, reset that rental unit's base rent to $577.00 and then applied the 2024 and 2025 allowable annual rent increases to the new base rent.

[48] The landlords appealed Order LD25-405 to the Commission. On appeal, in Order LR26-06, the Commission found there was insufficient evidence to establish that the previous landlord had unlawfully increased that rental unit's rent. The Commission allowed the landlords' application and set the maximum allowable rent at $895.00.

[49] In Order LR26-06, the Commission considered the procedural fairness implications of reducing a rental unit's rent when no application for an unlawful rent increase had been made by a tenant. The only applications in that matter were the landlords' applications for additional rent increases.

[50] The Commission found that the fairness defect regarding the Rental Office's rent reduction was so severe that the Commission's appeal process could not cure it. The Commission cited the Supreme Court of Prince Edward Island case "*Perry v. Kings Square Affordable Housing Corporation, 2023 PESC 32.*"[1]

[51] In this matter, the only applications before me are the Landlord's Applications seeking above-allowable annual guideline rent increases for the Units. There are no tenant applications currently before me alleging an unlawful rent increase. The issue regarding Unit 309's rent history arose only after I received the Landlord's additional documents on August 31, 2026, and then considered the factors outlined in subsection 50(3) of the Act. Therefore, I make no finding regarding the Unit's lawful rent or whether a return of rent is warranted.

[1] 2023 PESC 32 (CanLII) | Perry v. Kings Square Affordable Housing Corporation | CanLII

[52] However, I note that the Tenant in Unit 309 may file a *Form 2(A) Tenant Application to Determine Dispute* to determine Unit 309's lawful rent and whether they are entitled to a return of rent regarding the 19.40% rent increase.

[53] **This decision contains sensitive information, and the parties are required to preserve its confidentiality under subsection 75(3) of the Act.**

CONCLUSION

[54] The Applications for 5.0% rent increases for Units 108 and 305 are allowed.

[55] The Application for a 5.0% rent increase for Unit 309 is denied.

IT IS THEREFORE ORDERED THAT

1. The maximum allowable rents for the Units and the effective dates are as follows:

Unit	Rent	Effective date
108	$1,069.00	November 1, 2026
305	$922.00	November 1, 2026
309	$1,295.93	Unchanged

DATED at Charlottetown, Prince Edward Island, this 9th day of October, 2026.

(sgd.) Mitch King

Mitch King
Residential Tenancy Officer

APPENDIX "A"
Revised Statement of Income & Expenses (Form 10)

	Current	Proposed	Established Expenses
Rental Income			
Rental Income at 100% (Line 1)	$34,922.36	$39,443.16	
Other income (Line 2)	$162.55	$162.55	
Vacancy Arrears/Losses (Line 3)	($2,173.66)	($2,173.66)	
Net Income before expenses (Line 4)	**$32,911.25**	**$37,432.05**	
Expenses			
1st Mortgage Interest (Line 5)	$0.00	$0.00	$18,269.86
2nd Mortgage Interest (Line 6)	$0.00	$0.00	$0.00
Fuel (Line 7)	$0.00	$0.00	$0.00
Water / Sewerage (Line 8)	$641.39	$641.39	$641.39
Electricity (Line 9)	$602.80	$602.80	$602.80
Insurance (Line 10)	$1,423.68	$1,423.68	$1,423.68
Provincial property tax (Line 11)	$2,487.63	$2,487.63	$2,487.63
Municipal property tax (Line 12)	$2,004.92	$2,004.92	$2,004.92
Island Waste Management Fees (Line 13)	$657.00	$657.00	$657.00
Property management fees (Line 14)	$1,871.00	$1,914.04	$1,914.04
Maintenance expenses (Line 15)	$2,992.76	$2,992.76	$2,992.76
Capital expenditures (Line 16)	$575.42	$575.42	$575.42
Other (Line 17)	$3,189.69	$3,189.69	$3,189.69
Total Operating Expenses (Line 18)	**$16,446.29**	**$16,489.33**	**$34,759.19**
Net Profit or (Loss) (Line 19)	**$16,464.96**	**$20,942.72**	
Value of Investment in Property	$417,072.00	$417,072.00	
Operating Income	$16,464.96	$20,942.72	
Return on Investment (ROI)	**3.95%**	**5.02%**	

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.