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 Tenant seeks reimbursement and compensation from the Landlords in the amount of $675.00 regarding a rent dispute.

BACKGROUND

[3] The Unit is a two-bedroom, one-bathroom apartment in a twelve-unit building in a three-building development (the "Residential Property") that the Landlords have owned since 2023.

[4] On February 18, 2026 the Landlords and the Tenant entered into a written, fixed-term tenancy agreement from March 1, 2026 to February 28, 2027. The Tenant paid a security deposit of $1,051.03 on February 18, 2026. Rent in the amount of $1,051.03 is due on the first day of the month. The Landlords charge an additional $25.00 fee for parking.

[5] On June 16, 2026 the Landlords served the Tenant with a *Form 4(A) Eviction Notice* (the "Notice") with a vacate date of July 7, 2026 for non-payment of rent in the amount of $1,078.35.

[6] On June 16, 2026 the Tenant emailed the Rental Office and the Landlords an earlier *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice.

[7] On June 19, 2026 the Landlords voided the Notice, removed the Landlords' returned check charge and credited the Tenant $18.41 for a non-sufficient funds charge and a service fee.

[8] On July 9, 2026 the Tenant filed with the Rental Office and served the Landlords with a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") seeking reimbursement and compensation regarding the rent dispute.

[9] On September 1, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 13, 2026.

[10] On September 24, 2026 the Rental Office issued a 129-page PDF evidence package.

[11] On October 13, 2026 the Tenant and the Landlords' representative participated in the hearing. The parties confirmed that they received the evidence package and everything previously submitted was included. The Tenant had only recently received the evidence package through a Rental Office TitanFile email. I asked the Tenant if he needed additional time to review the evidence package and the Tenant decided to proceed with the hearing.

DISPOSITION

[12] The Application is denied.

ISSUE

A. Must the Landlords reimburse and compensate the Tenant regarding a rent dispute?

ANALYSIS

[13] I have reviewed the evidence provided by the parties and I make the following determinations.

[14] The Landlords applied to increase the Unit's rent above the allowable annual guideline before February 18, 2026, the date the parties entered into the tenancy agreement.

[15] On February 25, 2026 a Rental Office hearing was held and on May 5, 2026 Order LD26-143 was issued, which ordered the Unit's rent to be $1,078.35 effective June 1, 2026.

[16] The Landlords accidentally double charged the Tenant rent for June 2026 due to an administrative error, with the total charges being $2,154.38. This amount included the rent and parking fees under the tenancy agreement plus the maximum allowable rent ordered in Order LD26-143.

[17] On June 1, 2026 the Tenant had insufficient funds in his chequing account to cover the payment due under the tenancy agreement until 11:00 a.m. At this time the Tenant transferred funds from another bank account into the account where rent is normally withdrawn. The Representative stated that funds are withdrawn from account around 7:00 a.m. or 8:00 a.m. On June 1, 2026 the Tenant did not have funds in his account to cover the Landlords' double rent charge.

[18] On June 2, 2026 the Tenant emailed the Landlords stating as follows:

> *"Hello,*
>
> *I did not realize yesterday was the 1st and forgot to transfer the money for my rent payment into my account in time I guess. The funds were transferred just before lunch yesterday. I live at* [Unit]
>
> *Thank you,*
>
> [Tenant]*"*

[19] On June 3, 2026 the Tenant paid the Landlords the rent due under the tenancy agreement, the parking fees, and a non-sufficient funds fee, in the total amount of $1,121.03.

[20] After the payment was made, the Landlords continued to send the Tenant communications requesting payment of an additional $1,078.35 for June 2026 rent under Order LD26-143.

[21] The Tenant emailed and telephoned the Landlords multiple times regarding the rent payment issue. The Tenant provided detailed documentary evidence regarding the Tenant's efforts to have the Landlords correct the error.

[22] On June 9, 2026 the Tenant received a telephone call from the Landlords still requesting $1,078.35 for June 2026 rent. The Tenant used five hours of paid sick leave to manage the health impact of this situation. The Tenant claims against the Landlords for reimbursement of the sick leave used, in the amount of $175.00.

[23] On June 16, 2026 the Landlords served the Tenant with the Notice and the Tenant emailed the Rental Office and the Landlords an earlier application disputing the Notice.

[24] On June 19, 2026 the Landlords voided the Notice, removed the Landlords' returned check charge and credited the Tenant $18.41 for the Tenant's non-sufficient funds charge and a service fee.

[25] The Tenant claims against the Landlords in the amount of $500.00 for inconvenience under clause 85(1)(i) of the *Act*. The Tenant provided a table for 18.5 hours of time spent addressing the rent issue, which states as follows:

Activity	Approx. hours
Identifying the June 1 error, checking accounts, first emails (June 2 to 3)	2.0
Making the manual payment and sorting out the NSF and fees	1.0
Calls to [Landlords'] Accounts Receivable line and voicemail (June 3 and 4)	1.0
Ongoing emails and reviewing [Landlords'] replies (June 4 to 10)	2.0
The June 9 call and its immediate fallout	1.0
Preparing and filing the first Form 2(A) and particulars (June 16)	3.0
Reading the relevant parts of the Residential Tenancy Act	2.0
Analyzing the Director's Order and identifying that it did not support the charge	1.5
June 19 correspondence (withdrawal request; response to the Order)	1.5
June 24 and July 2 correspondence and re-checking ledgers	1.5
Preparing this application	2.0
Total	18.5

[26] For the reasons below, I find that the Tenant's compensation claims are denied.

[27] The Tenant has characterized the sick leave claim as a loss or expense resulting from the Landlords' contravention of the *Act* or the tenancy agreement under clause 85(1)(d). The Tenant has characterized the time spent resolving the dispute as inconvenience for the Landlords contravening the *Act* or the tenancy agreement under clause 85(1)(i).

[28] However, I find that these claims are most closely associated with a claim under clause 85(1)(q), where the unsuccessful party may be ordered to pay the costs of the successful party.

[29] Costs may be awarded based upon the time and expense involved in resolving a dispute. This is essentially what the Tenant is claiming for.

[30] Costs are infrequently awarded in residential tenancy disputes. Instead parties cover their own time and expenses for resolving disputes.

[31] Costs are infrequently awarded even after appeals of Rental Office decisions to the Island Regulatory and Appeals Commission (the "Commission").

[32] For example, in Order LR26-56[1] the Commission determined a dispute where a landlord had appealed a Rental Office decision, Order LD26-288[2], which determined numerous financial claims.

[33] In the Rental Office decision, although the landlord had made significant financial claims, only a small portion were established. The landlord unsuccessfully appealed the Commission decision and the landlord ordered to pay more money to the tenants.

[34] The tenants were represented by a lawyer for the Rental Office and Commission proceedings. The Rental Office and the Commission did not award the tenants any costs.

[35] In this case, I accept that the Tenant urgently worked to resolve the dispute.

[36] While it is important to for tenants to be responsive during rent disputes, I also note that the *Act* has built in protections, even when tenants do not in fact pay their rent on time.

[1] https://irac.pe.ca/wp-content/uploads/Order-LR26-56.pdf
[2] https://peirentaloffice.ca/wp-content/uploads/LD26-288.pdf

[37] If a tenant has not in fact paid their rent and the tenant is served with an eviction notice for non-payment of rent, clause 60(4)(a) provides the tenant with a ten-day period to pay the rent due and cancel the eviction notice by operation of law.

[38] Clause 60(4)(b) provides a tenant with a ten-day period to dispute a non-payment of rent eviction notice.

[39] After the Tenant filed the earlier application disputing the Notice, the parties would be provided notice of a tele-hearing. The parties would be given a date to submit documentary evidence. The parties would later attend the hearing and provide their testimony. A Rental Office Order would be issued.

[40] If either party disagreed with the decision, then they could appeal the Order to the Commission. The Rental Office's Order would be stayed by operation of law under subsection 89(6) until the Commission determined the appeal.

[41] Significant protections remained before the Landlords could evict the Tenant for non-payment of rent. When the Tenant received the Landlords' payment request on June 9, 2026 the Tenant was not at an immediate risk of eviction.

[42] The dispute was resolved very early in the process and the Landlords have already reimbursed the Tenant for some expenses.

[43] While I accept that this rent dispute was an unsettling experience for the Tenant, I find that the evidence presented does not support a financial claim. The Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 21st 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.