



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: July 29, 2025
Dockets: LR25027
Type: Rental Appeal

INDEXED AS: Anna Makarova v. Mohnitt Pyne
2025 PEIRAC 35 (CanLII)
Order No: LR25-34

BETWEEN:

Anna Makarova (the “Subtenant”)

Appellant

AND:

Mohnitt Pyne (the “Tenant”)

Respondent

ORDER

Panel Members:

Gordon MacFarlane, Commissioner
Pamela J. Williams, K.C., Chair

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on June 10, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Subtenant must pay the Tenant \$256.56 for an outstanding electricity bill.
2. The Subtenant’s Notice of Appeal does not appeal the Rental Office finding that electricity was an excluded service. Rather, the Subtenant is appealing the amount she was ordered to pay the Tenant. In particular, the Subtenant requests the Order be varied such that she owes the Tenant \$115.47.

B. BACKGROUND

3. This appeal concerns a residential property located at 2-63 Spring Park Road, Charlottetown, PEI. The rental unit is a single-room with shared services and facilities located in a three-bedroom and one-bathroom apartment (the “Rental Unit”).
4. In November 2023, the Tenant entered into a written, fixed-term tenancy agreement with the residential property’s owner (e.g. the Tenant’s landlord).
5. On March 6, 2024 the Subtenant and the Tenant entered into a written, fixed-term subletting agreement, which ended the last day of February 2025 (the “Subletting Agreement”). Rent was \$750.00 due on the first day of the month, and included “sharing bathroom, kitchen, internet”. The Subtenant paid a \$750.00 security deposit.
6. On February 27, 2025 the Subtenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Subtenant Application”) with the Rental Office seeking a monetary order for return of paid electricity bills.
7. On February 28, 2025 the Tenant filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Tenant Application”) with the Rental Office seeking a monetary order for an unpaid electricity bill.
8. Collectively, the Subtenant Application and the Tenant Application are referred to as the (“Applications”).
9. On April 29, 2025 the Rental Office held a teleconference hearing. On April 30, 2025, the Rental Office issued Order LD25-157, which ordered that the Subtenant must pay the Tenant \$256.56 for an unpaid electricity bill by May 30, 2025.
10. The Subtenant appealed Order LD25-157 on May 20, 2025.
11. The Commission heard the appeal on June 10, 2025, by way of telephone conference. The Subtenant and the Tenant both attended the telephone hearing.

C. DISPOSITION

12. The appeal is dismissed and Order LD25-157 is confirmed.

D. ISSUES

13. The issue for the Commission to consider on this appeal is whether the Rental Office erred in finding that the Subtenant must pay the Tenant for an unpaid electricity bill in the amount of \$256.56.

E. SUMMARY OF EVIDENCE

14. The evidence before the Commission included documentary evidence submitted by both parties, consisting of (but not limited to): a screenshot of the rental advertisement, a copy of the Subletting Agreement signed by both parties, email and text communications between the parties, copies of monthly statement emails for electricity bills, and confirmation of e-transfers sent from the Subtenant to the Tenant.
15. The Subtenant testified that she believes that she should only have to pay \$115.47 for unpaid electricity. The Subtenant testified that the Tenant's mother was living in the Rental Unit the whole time and the living room was turned into a bedroom for her. The Subtenant stated that although the Tenant's mother was not listed as a tenant, she was effectively a full-time tenant and would have been using electricity. Therefore, her position is that the Tenant's mother should pay her proportionate share of the electricity bill. However, the Subtenant stated that the most recent electricity bill was a two-way split between her and the Tenant as another subtenant was away. The Subtenant submitted a table showing the amount she actually paid for electricity versus how much she should have paid had the Tenant's mother been paying her proportionate share. Based on her calculations, the Subtenant believes she should only owe the Tenant \$115.47 for her proportionate share.
16. The Tenant testified that electricity was not included in the rent. He testified that his mother was not a tenant and that none of the subtenants had complained about his mother staying in the Rental Unit. He stated that he is the only tenant on the lease with his landlord and he manages the sub-tenancies. He stated that the electricity bill was split among people who had a sub-lease, including the Subtenant. When a subtenant was away for an entire month, the Tenant would not include that person in the calculation of electricity sharing.

F. ANALYSIS

17. As a preliminary comment, we note that the Subtenant's Notice of Appeal does not appeal the finding in Order LD25-157 that electricity was an excluded service in the Subletting Agreement. Rather, the Subtenant is appealing the amount she was ordered to pay the Tenant. For this reason, the Commission has not reviewed Order LD25-157 in respect of the finding that electricity was not an included service in the Subletting Agreement, except to say that we agree with the findings of Order LD25-157 that electricity was not an included service. The analysis that follows focusses only on the Subtenant's appeal of the amount she was ordered to pay to the Tenant for electricity.
18. The Subtenant's position on this appeal is that because the Tenant's mother lived in the Rental Unit, she was a "tenant" and should have contributed her proportionate share of the electricity expense.
19. In respect of this issue, the Commission accepts that the Tenant's share of unpaid electricity is \$256.56.

20. The rental advertisement for the Rental Unit (see Exhibit E-15, pg. 63 of the Commission's Exhibits) specifically states that rent is \$750 + internet and "electricity bill is extra and will be split". The evidence before the Commission is that from March 2024 to January 2025 the Subtenant paid an equal share of the electricity bill between herself, the Tenant and another subtenant for a period of time. It was only in February 2025, the last month of the Subletting Agreement, that the Subtenant disputed that she owed any amount for electricity at all.
21. There is no evidence before the Commission that the Tenant's mother was paying rent to the Tenant or was considered a tenant. We accept that the Tenant's mother was not a subtenant and was, rather, a guest of the Tenant, albeit a long-term guest. While the Subtenant testified that the living room was set up as a bedroom for the Tenant's mother it is notable that in both the sublet agreement and the listing, there is no mention of shared use of the living room.
22. Therefore, the Commission accepts that the division of the electricity bill as put forward by the Tenant. Accordingly, the Commission agrees with Order LD25-157 that the Subtenant owes the Tenant the sum of \$256.56 for her share of the February 2025 electricity bill.

G. CONCLUSION

23. The appeal is dismissed. Order LD25-157 is confirmed. The Subtenant owes the Tenant the sum of \$256.56 for her share of the February 2025 electricity bill.

IT IS ORDERED THAT

1. **The appeal is dismissed.**
2. **Order LD25-157 is confirmed.**
3. **The Subtenant (Anna Makarova) shall pay the Tenant (Mohnitt Pyne) the sum of \$256.56 within 15 days of the date of this Order.**

DATED at Charlottetown, Prince Edward Island, 29th day of July, 2025.

BY THE COMMISSION:

(sgd. Gordon MacFarlane)

Gordon MacFarlane, Commissioner

(sgd. Pamela J. Williams)

Pamela J. Williams, K.C., Chair

NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.