



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 2, 2025

Dockets: LR25031

Type: Rental Appeal

INDEXED AS: Yacoub Siddig Abdallah aka Seddric Yacoub v. Angela Beamish

2025 PEIRAC 41 (CanLII)

Order No: LR25-38

BETWEEN:

Yacoub Siddig Abdallah aka Seddric Yacoub (the "Landlord")

Appellant

AND:

Angela Beamish (the "Tenant")

Respondent

ORDER

Panel Members:

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

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 July 2, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the "Rental Office") erred in denying the Landlord's claim for rent owing and allowing the Tenant's claim for compensation against the Landlord.

B. BACKGROUND

2. This appeal concerns a rental unit located at 1-1642 Brackley Point Road, Rte 15, Harrington, PEI (the "Rental Unit").
3. The Rental Unit is a three-bedroom and one-bathroom apartment located in a three-unit building, which accompanies another three-unit building on the property.
4. On December 13, 2020, the parties signed a written, fixed-term tenancy agreement the period of December 15, 2020, to January 1, 2022. After the fixed-term expired, the tenancy continued on a monthly basis. Rent is \$1,200.00 due on the first day of the month. The services and facilities include: heat, water, hot water, electricity, appliances, janitorial services for common area, parking, snow removal and lawn care. Internet is not mentioned in the tenancy agreement. The Tenant paid a \$300.00 security deposit at the beginning of the tenancy.
5. On March 25, 2025, the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* ("Landlord Application") with the Rental Office. The Landlord amended the Landlord Application many times with the final amendment being on April 4, 2025.
6. On April 1, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* dated February 7, 2025 and with an effective date of May 7, 2025, for non-payment of rent in the amount of \$1,700.00.
7. On April 2, 2025, the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* with the Rental Office seeking compensation and repairs. On April 4, 2025 the Tenant filed a second *Form 2 (A) Tenant Application to Determine Dispute* with the Rental Office disputing the eviction notice.
8. On May 6, 2025, the Landlord and the Tenant participated in a teleconference hearing before the Rental Office for determination of the parties' applications. On May 12, 2025, the Rental Office issued Order LD25-166, which found:
 1. *The Tenant does not owe rent to the Landlord from February 2025 to April 2025.*
 2. *Internet is now an excluded service, and the Unit's monthly rent is reduced to \$1,108.00.*
 3. *The Tenant may continue paying the electricity bill and payments will be offset against rent.*
 - a. *This arrangement will continue until either the tenancy agreement ends; or*

- b. The parties mutually agree in writing to end the arrangement.*
 - 4. *The Landlord must compensate the Tenant \$1,599.12. This amount is offset by the Tenant's future rent.*
 - a. Due to the offset in this Order, the rent of \$1,108.00 for May 2025 is considered paid.*
 - b. For June 2025's rent, \$491.12 will be considered paid.*
 - c. For any amount the Tenant pays on the electricity bill for May 2025, will be offset against June 2025's rent.*
 - 5. *The Landlord must repair and maintain the Unit in accordance with the Act.*
 - 6. *The Notice is invalid and the tenancy will continue in full force and effect.*
9. The Landlord appealed Order LD25-166 to the Commission on May 30, 2025. The Commission heard the appeal on July 2, 2025, by way of telephone conference. The Landlord and the Tenant both attend the telephone hearing.

C. DISPOSITION

10. The Commission denies the appeal and confirms Order LD25-166.

D. ISSUES

11. The issues the Commission must consider in this appeal are:

- A. Has the Landlord proven his claim for unpaid rent?
- B. Must the Landlord compensate the Tenant for internet service?

E. SUMMARY OF EVIDENCE

12. The evidence before the Commission includes 76-pages of documentary evidence that includes the parties' various applications to the Rental Office, screenshots of text message exchanges between the parties, and some screenshots and photographs of various payments from the Tenant to the Landlord or Maritime Electric. The documentary evidence also includes screenshots of the Tenant's monthly internet bills from October 2023 to March 2025. The Evidence Package also includes written submissions from both parties and the Landlord's Maritime Electric Customer Statement dating back to August 2024. Finally, as detailed below, both parties also submitted further evidence to the Commission post-hearing.
13. At the hearing, the Landlord's testimony was that the Tenant has been behind on rent since September 2024. He testified that he has only received two \$600.00 rent payments from the Tenant from September 2024 until the date of the hearing. He testified that she only paid \$1,200.00 towards the electric bill.
14. The Tenant testified that her rent is paid and that she has been making various payments on the electric bill since September 2023. She referred the Panel to receipts she had submitted into evidence of payments to the Landlord and Maritime Electric from February,

March and April 2025. The Tenant testified that moved out of the Rental Unit at the first of June, and that she had notified the Landlord of this and that she left the keys in the mailbox. She testified that she was fully moved out of the Rental Unit by mid-June and that she did not pay rent for June 2025.

F. ANALYSIS

15. The Commission finds that the Rental Officer's analysis and reasons in Order LD25-166 are thorough and supported by evidence and we accept the findings in Order LD25-166.
16. At the Commission's hearing, we found the testimony and evidence of the Tenant to be credible and reliable. As a general statement, we note that where there was competing evidence and testimony between the Landlord and Tenant, we accepted the evidence of the Tenant as being more reliable.
17. With respect to the Landlord's claim for rent owing, we agree with Order LD25-166 that the Landlord has not proven this claim.
18. At the appeal hearing, the Landlord testified that the Tenant owed unpaid rent going back to *September 2024*, though he had previously claimed in writing to the Commission that rent was unpaid back to *October 2024*. The Tenant testified this was not accurate and that her rent was paid in full. Following the hearing, both parties provided additional evidence to the Commission in the form of bank statements and e-transfer confirmations to support their positions on this point. The table below shows payments made by the Tenant toward her rent dating back to September 2024:

Date	Description	Amount	Evidence
9-Sept-24	E-transfer	\$600.00	Tenant add'l evidence; Landlord add'l evidence
3-Oct-24	E-transfer	\$600.00	Tenant add'l evidence
15-Oct-24	E-transfer	\$600.00	Tenant add'l evidence
18-Nov-24	E-transfer	\$1,200.00	Tenant add'l evidence; Landlord add'l evidence
3-Dec-24	E-transfer	\$550.00	Tenant add'l evidence; Landlord add'l evidence
18-Dec-24	E-transfer	\$650.00	Tenant add'l evidence; Landlord add'l evidence
9-Jan-25	Maritime Electric	\$600.00	Tenant add'l evidence; Evidence Pkg, pg. 73;
25-Jan-25	E-transfer	\$600.00	Tenant add'l evidence; Landlord add'l evidence
3-Feb-25	Maritime Electric	\$1,200.00	Evidence Pkg, pg. 33; Evidence Pkg, pg. 74
22-Feb-25	Snowblower	\$448.49	Tenant add'l evidence
16-Mar-25	Maritime Electric	\$750.00	Evidence Pkg, pg. 36; Evidence Pkg, pg. 74
1-Apr-25	Maritime Electric	\$600.00	Evidence Pkg, pg. 33; Evidence Pkg, pg. 74
1-Apr-25	E-transfer	\$600.00	Evidence Pkg., pg. 27
7-Jul-25	E-transfer	\$1.51	Tenant add'l evidence
Total:		\$9,000.00	

19. The Tenant's \$1,200.00 monthly rent payments were comprised of both e-transfers to the Landlord and payments to Maritime Electric. As outlined in Order LD25-166, electricity was an included service in the Tenant's rent and when the Landlord was behind on electricity payments, the Tenant often paid Maritime Electric directly to ensure the electricity to the property was not disconnected. Further, snow removal was also an included service in the tenancy. The Tenant testified that the Landlord was unreliable when it came to snow removal services and, therefore, we find it was reasonable for the Tenant to offset a portion of her rent payment for her purchase of a snowblower in February 2025.
20. The Commission accepts that the Tenant's rent was paid in full and that she does not owe unpaid rent to the Landlord. We do acknowledge that the table above only shows one \$600 payment in September 2024; however, even in the absence of corroborating documentary evidence, we accept the Tenant's direct testimony that she paid rent in full every month.
21. For these reasons, we agree with Order LD25-166 that the Landlord has not proven his claim that the Tenant owes any amount for unpaid rent.
22. With respect to whether the Landlord must compensate the Tenant for internet service, we also agree with the finding in Order LD25-166 that internet was an included service provided by the Landlord from December 2020 to September 2023, until such time as the Landlord fell behind in his utility bills. After that time, the Tenant put the internet in her own name and paid the bills each month. Therefore, the Commission agrees that the Landlord owes the Tenant \$1,599.12 for internet service from October 2023 to March 2025.
23. As found in Order LD25-166, the Tenant's rent for May 2025 was to be offset against this amount. This leaves a balance owing of \$491.12. Order LD25-166 contemplated that this amount would be credited toward the Tenant's rent for June 2025; however, the Tenant has testified that she moved out of the Rental Unit in June. She said she was fully moved out of the Rental Unit by mid-June and that she did not pay rent for June 2025. The Commission, therefore, Orders that the Landlord is entitled to retain the amount of \$491.12 as partial rent for June 2025.
24. As a final comment, the Tenant's post-hearing submissions indicate that she has asked the Landlord about returning her security deposit and he has responded to her requests saying that she owes him money. Though the Tenant moved out of the Rental Unit in June, the Landlord's appeal did seek an order that the Tenant owes him money. If the Landlord had been successful, he would have been entitled to retain the security deposit (per subsection 40(2) of the Act). Therefore, the Commission orders that the Landlord has 15 days from the date of this Order to either return the security deposit to the Tenant, or to prepare and file a Form 2(B) Landlord Application to Determine Dispute with the Residential Tenancy Office should he wish to make a claim against the security deposit.

G. CONCLUSION

25. The Commission denies the Landlord's appeal. Order LD25-166 is confirmed, with a variation to the amount the Landlord must pay to the Tenant.

IT IS ORDERED THAT

1. The appeal is denied. Order LD25-166 is confirmed, with a variation in the amount the Landlord must pay to the Tenant.
2. The Tenant does not owe the Landlord for unpaid rent.
3. The amount the Landlord owes the Tenant for internet service is fully offset against rent for May 2025 and partial rent for June 2025.
4. The Landlord has 15 days from the date of this Order to either return the security deposit to the Tenant or to prepare and file a Form 2(B) Landlord Application to Determine Dispute with the Residential Tenancy Office to make a claim against the security deposit.

DATED at Charlottetown, Prince Edward Island, 2nd day of September, 2025.

BY THE COMMISSION:

[sgd. Pamela J. Williams]

Pamela J. Williams, K.C., Chair

[sgd. Gordon MacFarlane]

Gordon MacFarlane, Commissioner

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.