



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 12, 2025

Dockets: LR25030

Type: Rental Appeal

INDEXED AS: Susan Hartleb v. Karthika Remanan

2025 PEIRAC 45 (CanLII)

Order No: LR25-42

BETWEEN:

Susan Hartleb (the “Tenant”)

Appellant

AND:

Karthika Remanan (the “Landlord”)

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 25, 2025. The Notice of Appeal asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlord was entitled to keep the Tenant’s security deposit plus interest, in the amount of \$2,240.13, and that the Tenant owed the Landlord additional compensation of \$2,836.92 for outstanding rent, cleaning, damages and outstanding utilities.
2. However, at the beginning of the hearing, the Landlord raised a preliminary issue about whether the Notice of Appeal was filed within the statutory time limit prescribed by the *Residential Tenancy Act*. This Order considers the preliminary issue.

B. BACKGROUND

3. This appeal concerns a rental unit located at 448 North Market Street, Summerside, PEI (the “Rental Unit”). The Unit is a two-bedroom and one-bathroom single family dwelling, owned by the Landlord.
4. On July 31, 2024 the parties signed a written, fixed-term tenancy agreement on the *Form 1 – Standard Form of Tenancy Agreement* for the period of August 1, 2024 to August 1, 2025. Rent was \$2,200.00 due on the first day of the month. Electricity was not an included service under the tenancy agreement.
5. On August 1, 2024 the Tenant paid a \$2,200.00 security deposit to the Landlord.
6. On January 19, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of February 7, 2025 (“Notice”) for non-payment of rent.
7. On February 7, 2025 the Tenant vacated the Rental Unit, and the tenancy ended.
8. On February 14, 2025 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (“Application”) with the Rental Office seeking to keep the security deposit, including interest. On February 28, 2025 the Landlord amended the Application to seek additional compensation for unpaid rent, unpaid utilities, cleaning, refilling the oil tank and damage.
9. On April 25, 2025 the Rental Office held a teleconference hearing for determination of the amended Application. The Landlord and Tenant both participated in the hearing.
10. On May 9, 2025, the Rental Office issued Order LD25-165 which ordered that:
 1. The Landlord could keep the Tenant’s security Deposit, including interest, in the amount of \$2,240.13; and
 2. The Tenant owed the Landlord the amount of \$2,836.92 for outstanding rent, unpaid utilities, cleaning, and damages.
11. On May 29, 2025, the Tenant delivered a Notice of Appeal of Order LD25-165 to the Commission.

12. The Commission held a hearing on June 25, 2025, by way of telephone conference. The Tenant, Susan Hartleb, and the Landlord, Karthika Remanan, attended the telephone hearing.
13. At the beginning of the hearing, the Landlord raised a preliminary issue as to whether the Notice of Appeal was served and filed on time in accordance with the provisions of the *Residential Tenancy Act*. More details respecting this issue will be included below.

C. DISPOSITION

14. The Commission dismisses the appeal on the basis that the Notice of Appeal was not served on the Landlord as required by subsections 89(3) and (4) of the *Residential Tenancy Act*.

D. ANALYSIS

Preliminary Issue

15. Order LD25-165 is dated May 9, 2025. The *Residential Tenancy Act* states:¹

Commission to receive notice

- (3) An appeal under subsection (1) shall be made by serving a notice of appeal, in the approved form, on the Commission and every party to the Director's order.

Timing of notice

- (4) A notice of appeal shall be served on the Commission and other persons referred to in subsection (3) within 20 days after a copy of the Director's order is provided to the person commencing the appeal.

[Emphasis added]

16. Clause 100(5)(b) is also relevant in this appeal. That clause states:

Date of service by electronic service

- (5) For the purpose of this section, where a copy of a document is sent electronically, it shall be considered to have been served

[...]

- (b) if the document is sent after 5 p.m., on the next day that is not a holiday.

¹ Note: s. 89(5) includes a separate appeal timeline of seven (7) days for orders directing a tenant to vacate.

17. The Notice of Appeal was delivered to the Commission in person on May 29, 2025. However, the Landlord testified that she did not receive the Notice of Appeal until 6:13 p.m. on May 29, 2025. The Landlord submitted documentary evidence in the form of an email thread to support her testimony. The Landlord submits that because the email was received *after* 5:00 p.m., the service of the Notice of Appeal was not made within the timeline prescribe by the *Residential Tenancy Act*.
18. The Tenant's testimony was that she had tried to send the Notice of Appeal via email before 5:00 p.m. She said she tried "many times" and did not know which of those emails the Landlord received. She suggested maybe there was an issue with her computer. She said she could not tell whether it was received or not. The Tenant did not submit any documentary evidence to the Commission confirming what time(s) she had tried to send the Notice of Appeal to the Landlord.
19. The Commission has previously held in Order LR24-32 that subsections 89(3) and (4) mean that service **must** be effected on both the Commission **and** every party to the Rental Office order within the prescribed appeal period in order for an appeal to be properly made.
20. In this case, the Appellant's Notice of Appeal indicates that she received Order LD25-165 on May 9, 2025. The 20-day statutory appeal period, therefore, expired on May 29, 2025 (being 20 calendar days after the Order was provided²).
21. Based on the evidence before us, we are satisfied that the Landlord did not receive the Notice of Appeal until 6:13 p.m. on May 29, 2025. We are further satisfied, on a balance of probabilities, that this means the Tenant did not send the Notice of Appeal until *after* 5:00 p.m. Particularly in the absence of an email thread from the Tenant confirming otherwise. Therefore, per clause 100(5)(b) of the *Act*, service of the Notice of Appeal was not considered effective until the next day, being May 30, 2025.
22. The Commission is a statutory body and only has the authority expressly conferred upon it by the Legislature. We are without jurisdiction to waive or suspend the application of the provisions of the *Residential Tenancy Act* that stipulate an imperative time limitation for filing an appeal. This includes the provision with respect to service being deemed effective the next day when a document is served via email after 5:00 p.m.
23. For these reasons, we find that the Tenant did not serve the Landlord with he Notice of Appeal until May 30, 2025. This was after the expiry of the limitation period. Therefore, we must dismiss this appeal.

Merits of the Appeal

24. Despite the finding above, the Commission did also hear evidence from the parties at the hearing with respect to the merits of the appeal. Therefore, we will make some comments respecting the merits as well.
25. The Tenant testified that her main issue was with respect to the security deposit. She said she did not know what happened to the door and why it had to be replaced entirely rather than repaired. She also testified that, in her opinion, the work could have been carried out by a handyman at a lower cost. In response, the Landlord testified that she was advised

² *Interpretation Act*, s. 33(3).

by the contractor that because of the damage to the door, it must be replaced entirely. She said for now, the door has only been temporarily fixed by tying it up with a rope. The Landlord testified that she also relied upon the documentary evidence she submitted in the form of a quote to complete various repairs, invoices and photographs.

26. Based on the evidence before the Commission, including the documentary evidence and the parties' testimony at the hearing, the Commission accepts the findings of the Residential Tenancy Officer in Order LD25-165 as reasonable. We are not satisfied that Order LD25-165 should be overturned.

27. The Tenant owes the Landlord the amount of:

Item	Amount
Rent Owing – January 2025	\$1,200.00
Utilities Owing	\$858.75
Cleaning	\$200.00
Refilled Oil Tank	\$747.30
Damage	\$2,070.00
Less Security Deposit + Interest ³	(\$2,259.12)
Balance	\$2,816.93

E. CONCLUSION

28. The appeal is dismissed on the basis that the Notice of Appeal was not served on the Landlords within the statutory appeal period prescribed by the *Residential Tenancy Act*.

29. Despite this finding, the Commission also concludes that the findings in Order LD25-165 are reasonable and that the Tenant owes the Landlord \$2,816.93.

IT IS ORDERED THAT

1. The appeal is dismissed.
2. The Tenant must pay to the Landlord \$2,816.93 within 15 days of the date of this Order.

DATED at Charlottetown, Prince Edward Island, 12th day of September, 2025.

BY THE COMMISSION:

[sgd. Gordon MacFarlane]
Gordon MacFarlane, Commissioner

[sgd. Kerri Carpenter]
Pamela J. Williams, K.C., Chair

³ Calculated from August 1, 2024, to the date of this Order.

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.