



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: October 8, 2025

Dockets: LR 25045

Type: Rental Appeal

INDEXED AS: Lydia Butler v. Vida Living (PEI) Inc. dba Vida Living

2025 PEIRAC 51(CanLII)

Order No: LR25-47

BETWEEN:

Lydia Butler (the “Tenant”)

Appellant

AND:

Vida Living (PEI) Inc. dba Vida Living (the “Landlord”)

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C., Chair
Kerri Carpenter, Vice 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 September 2, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlord will keep the Tenant’s security deposit including interest for rent owing, and that the Tenant must pay the Landlord \$4,793.27 by October 14, 2025.

B. BACKGROUND

2. This appeal concerns a rental unit located at Unit 5 - 20 Maypoint Road, Charlottetown, PEI (the “Rental Unit”). The Rental Unit is an apartment in a multi-unit building (the “Residential Property”).
3. The Tenant and a previous landlord entered into a written fixed-term tenancy agreement for the Rental Unit, effective from December 10, 2020, to December 31, 2021. The tenancy agreement then continued on a month-to-month basis. A security deposit of \$825.00 was paid at the beginning of the tenancy.
4. In September 2023, the Landlord purchased the Residential Property, and the tenancy continued. Rent of \$886.77 is due on the first day of each month. The security deposit was transferred to the Landlord.
5. On June 10, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of July 1, 2025 (the “Notice”) for non-payment of rent of \$4,168.85.
6. On July 2, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD25-299. The Application also seeks rent owing, which is determined in this Order (the “Application”).
7. On August 11, 2025, the Landlord’s representative (the “Representative”) called into the teleconference hearing. The Tenant did not participate in the hearing before the Rental Office. The hearing before the Rental Office proceeded in the Tenant’s absence.
8. The Landlord submitted additional evidence after the hearing before the Rental Office, which was forwarded to the Tenant.
9. On August 13, 2025, the Rental Office issued Order LD25-298 which ordered that the Landlord will keep the Tenant’s security deposit including interest for rent owing, and the Tenant must pay the Landlord \$4,793.27 by October 14, 2025. Order LD25-299 was also issued on August 13, 2025, which terminated the tenancy effective August 20, 2025.
10. The Tenant appealed Order LD25-298 and Order LD25-299 on August 19, 2025.
11. The Commission heard the appeal on September 2, 2025, by way of telephone conference. The Tenant, Lydia Butler, attended the telephone hearing. Sandra Wilson (Wilson) attended the telephone hearing on behalf of Vida Living (PEI) Inc.
12. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

C. DISPOSITION

13. The appeal is denied. The Tenant has vacated the Rental Unit on September 9, 2025, and owes the Landlord the sum of \$6,196.03 for pro-rated rent up to the date the Tenant vacated the Rental Unit.

D. ISSUES

14. There is one issue for the Commission to consider in this matter, being whether the Tenants owes rent and, if so, how much rent is owing.
15. Given that the Tenant vacated the Rental Unit on September 9, 2025, the Commission will not consider the issue of whether the tenancy is terminated.

E. SUMMARY OF EVIDENCE

16. The Tenant testified that she intends to move out and is hoping to have “until the weekend” to move out and is asking to stay until Sunday September 7, 2025. She stated she hopes to be able to pay only a portion of the rental arrears hoping that she be forgiven rent during the time period she could not get into the rent payment application (“App”). She explained that for three months she did not have access to the App. The Tenant initially testified that she had made two \$100.00 payments over the last two weeks; however, she later qualified that those payments must not have went through.
17. Wilson testified that the Landlord purchased the property as part of a multi-holding purchase from another major landlord. Wilson confirmed that the original security deposit was \$825.00. Wilson referenced the Landlord’s ledger found in Exhibit R-1, pages 89-91. Wilson noted that the Tenant made a successful pre-authorized payment in September 2023. In October 2023 there was a series of NSF payments but the Tenant ultimately paid the Landlord. From November 2023 to January 2025 the Tenant participated in a voluntary payment plan with a third party allowing for a split monthly rent payment. The Tenant then no longer participated in the program and payment was then owed directly to the Landlord.
18. Wilson referenced the Landlord ledger at Exhibit E-10 page 26. Wilson testified that no rent was paid in February 2025 and the March 4, 2025, payment of \$886.77 was returned on March 10, 2025, as the Tenant’s bank account had been closed. The Landlord then obtained new bank account information from the Tenant but two March 2025 payments of \$800.00 each were both returned NSF in March. The Tenant then advised she wanted to use “Rent Café” which is another voluntary rent payment program. There were technical difficulties getting that program set up but as of May 2025 the Rent Café portal was able to be used. In May 2025 the Tenant paid \$400.00 through that portal which was not returned. A payment of \$370.62 was made in July 2025 but that payment was returned NSF.
19. Wilson testified that the Tenant had brought to the Landlord’s attention some maintenance issues. These issues were rectified by the Landlord. The Tenant then advised that she was withholding rent due to the maintenance issues.
20. Wilson testified that one successful payment of \$57.39 was received from the Tenant in August 2025. Wilson stated that the total rent owing to date is \$6,816.77 which includes

rent for the month of September 2025. Wilson agreed that a September 7, 2025 move out date was suitable and the September 2025 rent would be pro-rated.

21. On October 2, 2025 Wilson informed the Commission that the Tenant had in fact moved out of the Rental Unit on September 9, 2025.

F. ANALYSIS

22. The Tenant acknowledges that she owes some rent but is of the view that the figure should be adjusted for the three months that the Rent Café portal was not working. Accordingly, while she accepts that she owes rent to the Landlord she disputes the total amount of such rent.

23. Subsection 19(1) obligates a tenant to pay rent:

19. Tenant shall pay rent when due

(1) A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

24. The Commission finds that there is no provision in the *Act* permitting a tenant to deduct, withhold or be released from payment of rent because a payment method is not functioning.
25. The Commission finds that the Tenant owes, subject to a pro-rated adjustment, the Landlord the full amount of rent established in Exhibit R-1, namely \$6,816.77, which includes rent for the full month of September 2025. As the Tenant moved out of the Rental Unit on September 9, 2025, the Commission accepts in this case, with the agreement of the Landlord, that the Tenant is responsible for only 9/30 of September rent and a pro-rated adjustment will be ordered.
26. Rent is \$886.77 per month and accordingly the sum of \$620.74 [$\$886.77 \times 21/30$] shall be subtracted from the rent balance of \$6,816.77 set out in Exhibit R-1, as this figure represents the rent balance for the full month of September.
27. The Commission finds that the Tenant therefore owes the Landlord the sum of \$6,196.03 [$\$6,816.77 - \620.74]. The Commission heard evidence that the Landlord holds a security deposit of \$825.00 for the Tenant. Therefore, in accordance with Order LD25-298, the Commission finds that the Landlord will keep the Tenant's security deposit, including interest to the date of this Order, in the amount of \$882.62, to be offset against the rent owing.
28. As a final comment, the Commission wishes to make clear that when an amount for rent owing is set off against a security deposit held by the landlord, this does not prevent the landlord from seeking a remedy from the Rental Office for compensation for damages.

G. CONCLUSION

29. The appeal is denied. The Commission confirms that the Tenant vacated the Rental Unit on September 9, 2025.

30. The Commission has determined that the Tenant owes the Landlord the sum of \$5,313.41 [\$6,196.03 - \$882.62].

IT IS ORDERED THAT

1. The appeal is denied.
2. The Tenant vacated the Rental Unit on September 9, 2025.
3. The Tenant owes the Landlord the sum of \$5,313.41 for unpaid rent which must be paid within 30 days of the date of this Order.

DATED at Charlottetown, Prince Edward Island, 8th day of October, 2025.

BY THE COMMISSION:

[sgd. Pamela J. Williams, K.C.]

Pamela J. Williams, K.C., Chair

[sgd. Kerri Carpenter]

Kerri Carpenter, Vice 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.