



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: October 9, 2025

Dockets: LR 25046

Type: Rental Appeal

INDEXED AS: Manmeet Singh and Harman Kaur v. Harwinder Kaur

2025 PEIRAC 54 (CanLII)

Order No: LR25-48

BETWEEN:

Manmeet Singh and Harman Kaur (the “Landlords”)

Appellants

AND:

Harwinder Kaur (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 September 9, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlords must pay the Tenant \$1,448.56 by October 14, 2025.

B. BACKGROUND

2. This appeal concerns a rental unit located at 62 Brooklyn Avenue, Charlottetown, PEI (the “Rental Unit”). The Rental Unit is one-bedroom with shared services and facilities located in a three-bedroom, two-bathroom half-duplex (the “Residential Property”) that the Landlords have owned since November of 2023. The Landlords also live in the Residential Property.
3. The Landlords and the Tenant entered into an oral, month-to-month tenancy agreement for the Rental Unit that started around January 1, 2024. The Tenant paid a \$600.00 security deposit to the Landlords near the beginning of the tenancy. Rent in the amount of \$600.00 was due on the first day of the month.
4. On March 21, 2025 the Landlords text-messed the Tenant a *Form 4(B) Eviction Notice* with a vacate date of July 21, 2025 for the Landlords’ possession of the Rental Unit (the “First Notice”). The correct vacate date would have been July 31, 2025 to comply with the minimum notice period in subsection 62(2) of the *Act*. The date is automatically corrected under section 54.
5. On March 27, 2025 the Landlords served the Tenant with an additional document titled “*Eviction Notice*” (the “Second Notice”).
6. On March 31, 2025 the Tenant finished moving out of the Rental Unit.
7. On April 25, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office claiming for double the security deposit balance.
8. On June 2, 2025 the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office claiming against the Landlords for double the security deposit balance (the “Tenant Application”).
9. On June 20, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for August 12, 2025 along with a copy of the Tenant Application.
10. On June 23, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office claiming against the Tenant for rent owing (the “Landlord Application”).
11. On June 27, 2025 the Rental Office sent the parties notice of an updated teleconference hearing scheduled for August 12, 2025 along with a copy of the Tenant Application and the Landlord Application.

12. On August 12, 2025 the Tenant and one of the Landlords, representing the Landlords, participated in a teleconference hearing before the Rental Office. The parties confirmed receipt of the evidence package and the parties confirmed that all documents submitted to the Rental Office were included. During the hearing the Tenant Application was amended to add a claim for section 72 compensation under clause 80(3)(f) of the *Act*.
13. The Rental Office issued Order LD25-304 on August 14, 2024, which ordered the Landlords must pay the Tenant \$1,448.56 by October 14, 2025.
14. The Landlords appealed Order LD25-304 on August 22, 2025.
15. The Commission heard the appeal on September 9, 2025, by way of telephone conference. The Landlords, Manmeet Singh and Harman Kaur, and the Tenant, Harwinder Kaur, attended the telephone hearing.
16. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

C. DISPOSITION

17. The appeal is denied. Order LD25-304 is confirmed. The Commission updates the interest owing on the original portion of the security deposit. The Commission also provides the Landlords additional time to pay the money owed to the Tenant.

D. ISSUES

18. ISSUE A: Does section 72 [compensation of one month's rent plus reasonable moving expenses] apply given the facts of this appeal?

ISSUE B: Does the Tenant owe the Landlords any rent?

ISSUE C: Does section 40 [return of double security deposit] of the *Act* apply given the facts of this appeal?

ISSUE D: Does the Tenant owe money to the Landlords for any damage or required cleaning?

E. SUMMARY OF EVIDENCE

19. The Landlords testified that they feel that section 72 of the *Act* should not apply in this case. The Landlords submitted that in Exhibit E-13, page 35, the Tenant stated that she disputed the legitimacy of the Form 4B eviction notice as it was not signed. The Landlords submit that they never served the Form 4B on the Tenant. The Landlords submitted that they moved from Ontario to Prince Edward Island in 2023 and thus were unaware of the *Act*. The Landlords stated that originally they wanted the Tenant to move out with one month's notice but the Tenant said no. They wanted to evict the Tenant because she was late paying rent and had been disputing the utility payments. They then suggested two month's notice, whereby the Tenant could move out on June 1, 2025 and the Tenant agreed to that. The Landlords stated that the Tenant then left the Rental Unit at the end of March 2025 without getting approval from both Landlords. The Landlords testified that the Tenant did not clean the Rental Unit. They testified that they did the cleaning

themselves and feel that professional cleaners would have charged more for cleaning. The Rental Unit was not rented in April but there was a new tenant for May 2025.

20. The Tenant testified that she was served with a Form 4B eviction Notice by text message on March 21, 2025, see Exhibit E-7, page 24. The Tenant also referred to a Form 4B, signed by one of the Landlords which was printed and served by personal service, see Exhibit E-11, page 33. Even though the eviction date was in July, she felt pressured to move early and she located a new room by the end of March 2025. She did not receive her security deposit back but she did agree that the Landlords could deduct the utility expenses from the security deposit.
21. Also in evidence is Exhibit E-12, page 34, which is titled "EVICTIION NOTICE" but is not on the approved form. It is signed by "Harman, 27 MAR 2025" A portion of this document states "PLEASE EMPTY THE ROOM in NEXT 30 DAYS". Exhibit E-7, page 25 shows a picture of this document taped to the Tenant's door.

F. ANALYSIS

22. The Landlords have informed the Commission that they were unaware of the *Act* since they only moved to Prince Edward Island in 2023. The Commission wishes to make very clear: ignorance of the law is no excuse. The *Act* applies and is binding on a party whether or not they are familiar with the *Act*. Landlords in Prince Edward Island need to know the law and become familiar with the *Act*, its Regulations and its Forms before embarking on the business of renting out residential units.
23. In the present appeal, the Landlords served a Form 4B, first by text message on March 21 and then by taping a signed printed copy to the door. The Form 4B, both text message and printed, had checked off the reason for termination as "I want possession of the rental unit for myself". This reason for termination is set out in clause 62(1)(a) of the *Act*. The remainder of section 62 sets out the period of notice, the form of notice, that a tenant may dispute the notice and a presumption of acceptance where a tenant does not dispute within one month after receipt of the notice. A section 62 notice also triggers section 72 which reads:

72. Compensation for personal use

A landlord shall compensate a tenant who receives a notice of termination of a tenancy under section 62 or 63 in an amount equal to one month's rent plus reasonable moving expenses in accordance with the regulations or offer the tenant another rental unit acceptable to the tenant. 2022,c.88,s.42.

24. The Landlords expressed their opinion that they were not bound by the texted Form 4B as it was not signed. However, the paper version which was taped to the Tenant's door was signed by Harman Kaur, one of the Landlords. At the hearing Harman Kaur acknowledged that it was her signature.
25. Section 1.(h) defines landlord to include "the owner of the rental unit, the owner's agent or another person who, on behalf of the owner" ... "exercises powers and performs duties under this *Act*...". The Commission rejects any notion that the fact that the Form 4B was signed by Harman Kaur but not also Manmeet Singh invalidates the Form 4B. The Form

4B was signed by one Landlord in her own capacity as a co-owner and also in her capacity as agent, or another person on behalf of, the other owner and thus the other Landlord.

ISSUE A Does section 72 [compensation of one month's rent plus reasonable moving expenses] apply given the fact of this appeal?

26. The Commission finds that the issuance of the Form 4B Notices, both texted and printed, invoked the section 72 compensation requirements. The Commission agrees with the Director that this amount is \$675.00, representing one month's rent at \$600.00 plus \$75.00 in moving expenses.

ISSUE B: Does the Tenant owe the Landlords any rent?

27. Despite the handwritten indication on the Form 4B Notice that the Tenant could stay until the end of May, the March 27, 2025 document (Exhibit E-12, page 34 titled "EVICTON NOTICE") demanded that the Tenant "PLEASE EMPTY THE ROOM in NEXT 30 DAYS". The Tenant did just that; she removed her belongings and left the unit on March 31. The Tenant was told to leave and she complied. She did not need to give notice. Indeed, the evidence indicates that by May 2025 the room was rented to another person. The Tenant does not owe rent for April or May 2025.

ISSUE C: Does section 40 [return of double security deposit] of the *Act* apply given the facts of this appeal?

28. While the Landlords did file a Form 2B on June 23, 2025, this Form 2B did not seek to claim against the security deposit and in any event was filed more than 15 days after the end of the tenancy. While there is no express written agreement between the parties after the end of the tenancy that the Landlord could retain from the security deposit the unpaid utilities, there appears to be general agreement between the parties that the Landlords could deduct the Tenant's portion of unpaid utility bills from the security deposit. Exhibit E-6, page 20, indicates that the Tenant consented to the deduction of \$190.00 from the \$600.00 security deposit. The Rental Office found in Order LD25-304 that there was a valid deduction for utilities in the amount of \$223.56. The Commission takes notice that the Tenant did not cross appeal Order LD25-304. Subsection 40(3) reads:

Retention by landlord, other circumstances

(3) A landlord may retain an amount from a security deposit if

(a) at the end of a tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant; or

(b) after the end of the tenancy, the Director orders that the landlord may retain the amount.

Emphasis added.

29. While the evidence appears insufficient to warrant a deduction for unpaid utilities from the security deposit pursuant to clause 40.(3)(a), the Commission is satisfied that the Tenant had generally agreed to a deduction of unpaid utilities and the Commission finds that the Rental Office's determination in Order LD25-304 is supported by clause 40.(3)(b) of the

Act. However, as the Landlords did not return the balance of the security deposit within 15 days of the end of the tenancy, nor did the Landlords make application under section 75 of the *Act*, within 15 days as required under clause 40.(1)(b), the Landlord is required to return double the remaining balance of the security deposit. The valid balance of the security deposit is \$376.44, to which another \$376.44 is added by way of the section 40 doubling of the deposit. Interest on the original \$600.00 from January 1, 2024 to March 31, 2025 in the amount of \$17.20 is also owed. The total owed by the Landlords to the Tenant in respect of the return of the security deposit is \$773.56 [\$376.44 + \$376.44 + \$17.20]. Interest in the amount of \$4.90 on the valid balance of \$376.44 for the period April 1, 2025 to the date of this Commission Order is also owed. Accordingly, the Landlords owe a return of security deposit in the amount of \$778.46 [\$773.56 + \$4.90].

ISSUE D: Does the Tenant owe money to the Landlords for any damage or required cleaning?

30. In Order LD25-304 the Rental Office correctly pointed out that move in and move out inspection reports are obligatory under the *Act*. The *Act* sets out requirements under section 18 at the beginning of the tenancy and section 38 at the end of the tenancy. The onus is on the landlord to complete these written inspection reports in the prescribed form. The landlord is required to offer the tenant at least two reasonable opportunities to inspect together.
31. In the present appeal the Landlords did not produce pre-tenancy inspection reports or any credible alternative indicators of pre and post tenancy condition and cleanliness, such as date-stamped photographs, nor admissions or acknowledgement of condition from the Tenant. Further, the evidence suggests that the Landlords placed access restrictions on the Tenant on the last day of the tenancy which would, in any event, have interfered with the Tenant cleaning the Rental Unit. Accordingly, the Commission agrees with the Rental Office and the Landlord's claims for cleaning and damage are denied.

G. CONCLUSION

32. The appeal is denied. Order LD25-304 is confirmed. The Landlords must pay the Tenant the sum of \$675.00 for section 72 compensation. The Landlord must also pay the Tenant \$778.46 for double the security deposit and interest. The Landlord shall pay the Tenant the total sum of \$1,453.46.

IT IS ORDERED THAT

1. The appeal is denied.
2. Order LD25-304 is confirmed, subject to additional interest on the security deposit balance to date of the Commission Order.

3. The Landlords shall pay the Tenant the sum of \$1,453.46 within 30 days of the date of this Order

DATED at Charlottetown, Prince Edward Island, 9th day of October, 2025.

BY THE COMMISSION:

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

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.