



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: October 31, 2025

Dockets: LR25055

Type: Rental Appeal

INDEXED AS: Oksana Komarovska v Chunyang (Jessica) Wang

2025 PEIRAC 58 (CanLII)

Order No: LR25-52

BETWEEN:

Oksana Komarovska (the "Tenant")

Appellant

AND:

Chunyang (Jessica) Wang (the "Landlord")

Respondent

ORDER

Panel Members:

Kerri Carpenter, Vice Chair
Murray MacPherson, 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 by way of a paper based hearing and asks the Commission to determine whether the Residential Tenancy Office (the "Rental Office") erred in finding that the tenancy between the parties will terminate effective 5:00 pm on October 8, 2025, and that the Tenant must pay the Landlord rent owing in the amount of \$2,880.00 forthwith.

B. BACKGROUND

2. This appeal concerns a rental unit located at 12 Wedgewood Avenue, Charlottetown, PEI (the "Rental Unit"). The Rental Unit is a three-bedroom, two-bathroom single family home.
3. The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from June 15, 2025 to December 14, 2026 (the "Tenancy Agreement"). A security deposit of \$2,100.00 was required and paid. Rent in the amount of \$2,100.00 is due on the fifteenth day of the month.
4. On August 28, 2025 after 5:00 p.m. the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with a vacate date of September 17, 2025 (the "Notice") for non-payment of rent in the amount of \$3,300.00 and repeatedly late rent payments.
5. The Notice is considered served effective August 29, 2025 under subsection 100(5) of the *Act* because it was served after 5:00 p.m. Therefore, the correct vacate date was September 18, 2025 to comply with the minimum notice period in subsection 60(1). This date is automatically corrected under section 54.
6. The particulars of termination state:

"The tenant has failed to pay rent as required. As of the date of this notice, rent in the amount of \$3,300.00 remains unpaid, which is more than one month's rent (\$2,100) in arrears.

This notice is issued pursuant to Part 4, Division 3, Section 60 of the Residential Tenancy Act due to non-payment of rent."

7. On September 9, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office disputing the Notice. The Tenant Application was emailed to the Rental Office after business hours on September 8, 2025, and is therefore considered to be filed on September 9, 2025, which is determined in order LD25-360.
8. On September 11, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for the morning of September 23, 2025, along with a copy of the Tenant Application.

9. On September 16, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in this decision. The Landlord Application also seeks rent owing, which is determined in Order LD25-361.
10. On September 15, 2025 the Rental Office sent the parties notice of a teleconference hearing rescheduled for the afternoon of September 23, 2025.
11. On September 23, 2025 the Tenant submitted three emails as additional evidence that were shared with the Landlord. The Landlord and the Tenant later joined the teleconference hearing before the Rental Office. The Landlord confirmed receipt of the evidence package and confirmed that all evidence submitted to the Rental Office was included.
12. The parties provided additional evidence after the teleconference hearing before the Rental Office. The Tenant confirmed that the Tenant did not believe any evidence was missing that had been submitted to the Rental Office before the teleconference hearing.
13. The Tenant appealed Orders LD25-360 and LD25-361 on October 2, 2025.
14. This appeal was heard by the Commission by way of a paper based hearing.
15. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

C. DISPOSITION

16. The appeal is denied and Orders LD25-360 and LD25-361 are confirmed, subject to a variation in the tenancy termination date and a variation in the amount of rent owed by the Tenant to the Landlord.

D. ISSUES

17. ISSUE A: Should the tenancy agreement be terminated?

ISSUE B: Is rent owing and if so, how much?

E. SUMMARY OF EVIDENCE

18. On October 16, 2025 the Tenant filed an email with the Commission stating:

We would like to inform you that we will be relocating to a new residence starting November 1st. Accordingly, we plan to vacate the current apartment, leave it in good order, and settle all outstanding obligations.

Thank you for your understanding and cooperation.

19. On October 17, 2025 the Tenant sent an email to the Landlord, copied to the Commission. A portion of the email was a screenshot of an e-transfer from the Tenant to the Landlord in the amount of \$200.00. The text portion of the email then stated:

I wanted to inform you that I have just transferred \$200 toward the outstanding rent balance. Please find the attached screenshot as proof of payment.

The rest of the amount will be sent later today, as I am still waiting for the remaining funds to be credited to my account. I assure you that the full payment will be completed as soon as I receive them.

Once again, I truly appreciate your patience and understanding during this difficult period.

20. On October 16, 2025 the Landlord filed an email with the Commission stating:

My name is Chunyang Wang, and I am the landlord of 12 Wedgewood Ave. Based on the evidence I previously submitted, I confirm that I have followed all required legal procedures and provided the necessary supporting documentation.

I respectfully disagree with the tenant's request to deduct \$2,100 from the total rent amount of \$2,880, leaving only \$780 to be paid. This deduction is not consistent with the terms outlined in the rental agreement and therefore should not be approved.

Furthermore, the tenant has repeatedly filed appeals and delayed the process. If the tenant had vacated the property on October 8, 2025, the total rent owed would have been \$2,880. However, as of now, the tenants have not vacated the premises. According to the rental agreement, as of October 15, 2025, an additional rental payment should be due.

Since June 15, 2025, the tenants have not paid rent on time. I kindly request that the Tribunal review all provided evidence and recalculate the total amount owed in accordance with the rental agreement and the timeline of occupancy.

F. ANALYSIS

ISSUE A: Should the tenancy agreement be terminated?

21. The Tenant has informed the Commission that she has a new residence commencing November 1, 2025. Accordingly, she has agreed to terminate the tenancy agreement and vacate the Rental Unit on that same date. Based on this information, the Commission finds that the tenancy agreement shall be terminated, effective 5:00 p.m. November 1, 2025.

ISSUE B: Is rent owing and if so, how much?

22. The Tenant acknowledges rent owing and has committed to paying what is owing. What needs to be determined is how much rent is owing.

23. In Order LD25-361, dated October 1, 2025, the Rental Office noted that under the tenancy agreement, rent of \$2,100.00 is due on the 15th day of each month. Rental arrears due were determined to be \$2,880.00 based on a tenancy termination date of October 8, 2025.

This amount reflected a pro-rated reduction in the rent of \$420.00 as the rental arrears of \$3,300.00 would include a tenancy up to October 14, 2025. However, the Tenant did not move out as ordered and filed an appeal. Accordingly, by October 14, 2025 the rent owing was in fact \$3,300.00 as a pro-rated reduction would no longer apply. By October 15, 2025 a further rent payment of \$2,100.00 was required, taking the arrears up to \$5,400.00, based on the tenancy continuing to November 14, 2025. With, however, the tenancy ending November 1, 2025, pro-rated rent for the period October 15, 2025 to November 1, 2025 reflects a period of 18 days. At a monthly rent of \$2,100.00 pro-rated for 18/30 days, the total rent to November 1, 2025 would be:

Rental arrears to October 14, 2025 \$3,300.00
Rent paid October 17, 2025 \$200.00

Pro-rated rent to November 1, 2025 \$1,260.00
(for October 15, 2025 to November 1, 2025
18 days out of 30 days $(18/30) \times \$2100.00$)

Total arrears to November 1, 2025 \$4,360.00

24. Accordingly, the rent which will be owing provided the Tenant does move out as ordered on November 1, 2025 is \$4,360.00. If the Tenant does not move out by November 1, 2025, the arrears will continue to grow.
25. The Tenant asks that the Landlord to retain the \$2,100.00 security deposit to reduce the rent owing. The Landlord is opposed to this, on the basis that this is contrary to the written tenancy agreement. Regardless of whether the security deposit is offset against the \$4,360.00 balance of rent owing, the amount due for rent is \$4,360.00.
26. The Commission declines to offset the security deposit against rent owing. If there are amounts owing for rent, damage or other liabilities under the Act, the Landlord will need to apply to the Rental Office within fifteen (15) days of the end of the Tenancy to retain the security deposit following the requirements set out in section 40 of the *Act*.

G. CONCLUSION

27. The appeal is denied and Orders LD25-360 and LD25-361 are confirmed, subject to a variation in the tenancy termination date to November 1, 2025 at 5:00 p.m. and a variation in the amount of rent owed by the Tenant to the Landlord to \$4, 360.00.

IT IS ORDERED THAT

1. The appeal is denied.
2. Orders LD25-360 and LD25-361 are confirmed subject to a variation in the termination date of the tenancy agreement and a variation in the rent owing.
3. The tenancy agreement between the parties will terminate effective November 1, 2025 at 5:00 p.m. The Tenant and all occupants must vacate the Rental Unit by this date and time.
4. The Tenant must pay the Landlord rent owing in the amount of \$4,360.00 within 10 days of the date of this Order.
5. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Act.

DATED at Charlottetown, Prince Edward Island, 31st day of October 31, 2025.

BY THE COMMISSION:

[sgd. Kerri Carpenter]

Kerri Carpenter, Vice Chair

[sgd. Murray MacPherson]

Murray MacPherson

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.