



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

**Date Issued:** January 30, 2026

**Dockets:** LR25064

**Type:** Rental Appeal

INDEXED AS: Cindy Mamye and Jimmy Mamye v. MacLaren Enterprises Inc.

2026 PEIRAC 3(CanLII)

Order No: LR26-03

**BETWEEN:**

Cindy Mamye and Jimmy Mamye (the “Tenants”)

**Appellants**

**AND:**

MacLaren Enterprises Inc. (the “Landlord”)

**Respondent**

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## ORDER

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Panel Members:

Pamela J. Williams, K.C., 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 on December 16, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the "Rental Office") erred in finding that the Landlords will pay the Tenants \$1,525.48 by December 22, 2025.

## B. BACKGROUND

2. This appeal concerns a rental unit located at 18 Love Court, Charlottetown, PEI (the "Rental Unit"). The Rental Unit is one-half of a duplex (the "Residential Property") that the Landlord owned. The Residential Property was sold in September 2025, after the tenancy ended.
3. On October 31, 2019, the parties entered into an oral monthly tenancy agreement for the Rental Unit. Rent was originally \$1,400.00 and increased to \$1,475.00 during the tenancy, due on the first day of each month. A security deposit of \$700.00 was paid at the beginning of the tenancy.
4. The Landlord's representative (the "Representative") stated that on May 1, 2025, the Tenants were served with a Form 4(B) Eviction Notice, with a vacate date of July 31, 2025, for a purchaser's possession of the rental unit (the "Notice"). The Tenants disputed that they received a copy of the Notice.
5. The Tenants moved out on June 1, 2025, and the tenancy ended by mutual agreement. The security deposit, without interest, was returned on this date.
6. On July 18, 2025, the Tenants filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office, claiming against the Landlord for an unlawful rent increase, additional compensation, and security deposit interest.
7. On October 8, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for November 13, 2025.
8. On October 31, 2025, the Rental Office sent the parties a 21-page evidence package.
9. On November 13, 2025, the Tenants, the Representative, and the Landlord's witness participated in a teleconference hearing before the Rental Office. The parties confirmed that all the evidence submitted to the Rental Office was included in the evidence package.
10. After the hearing, the parties provided additional submissions, which were shared with the other party and added to the record.
11. On November 21, 2025, the Rental Office issued Order LD25-409, which ordered that Landlords will pay the Tenants \$1,525.48 by December 22, 2025.
12. The Tenants appealed Order LD25-409 on December 5, 2025.

13. The Commission heard the appeal on December 16, 2026, by way of telephone conference. The Tenants, Cindy Mamye (Mamye) and Jimmy Mamye attended the Hearing. The Landlord, MacLaren Enterprises Inc., was represented by Grant Lawlor (Lawlor).

14. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

## **C. DISPOSITION**

15. The appeal is allowed in part. The Commission awards the Tenants an additional \$200.00 claim for loss of food and compensation for their washing machine. In all other respects, Order LD25-409 is confirmed.

## **D. ISSUE**

16. Are the Tenants entitled to any further compensation beyond what was awarded in Order LD25-409?

## **E. SUMMARY OF EVIDENCE**

### **Tenants’ Evidence**

17. Mamye testified that the rent was increased by \$150.00 per month when the Tenants first moved in. Mamye testified that the basis of the Tenants’ knowledge of this was that a man who lived with a former tenant had told the Tenants that the rent had been \$1,250 per month. Mamye said this was confirmed by a text message on page 21 of the Commission file materials (Exhibit E-10).

18. Mamye testified that when they moved in to the Rental Unit on October 31, 2019, the washing machine which came with the Rental Unit was not working. Mamye testified that Lawlor saw the Tenants’ own washing machine and told them to use it instead and if anything happened to it he would replace it. The Tenants are seeking compensation for the use of their personal washing machine when the expectation was that the unit would be rented with a working washing machine.

19. Mamye testified that Lawlor took food from their fridge for a barbeque on one occasion and the fridge also quit, resulting in a loss of food approximately two days after they had moved in.

20. Mamye testified that their deck, for which they paid \$2,700.00, was sold and they were only given \$1,000.00 for it five years later.

21. Mamye also testified that the Tenants had to buy paint. Mamye also testified that she had to clean the Rental Unit when they moved in.

### **Landlord’s Evidence**

22. Lawlor stated that he felt that Order LD25-409 was a fair decision. Lawlor testified that rent for the Rental Unit was \$1,400.00 per month before the Tenants moved in. Lawlor referred the Commission to Exhibit E-16, which is a lease dated September 1, 2017

between the previous tenant and the Landlord. Lawlor noted that E-16 stated the rent as \$1,400.00 per month.

## **F. ANALYSIS**

23. With respect to the Tenants' claim that they were subject to an illegal rent increase of \$150.00 per month, the evidence they offer for this claim are various text messages contained in the evidence package from seven different people. Some of the texts speak to what appears to be rental payments but do not identify the property and some of the texts speak to execution of lease agreements. There is one text exchange from DM that identifies the address of the Rental Unit and the amount of rent being paid in 2017 as \$1,100.
24. The Landlord has provided E-16, a standard form executed rental agreement from 2017 stating that the rent was \$1,400.00 per month. The Tenants entered into an oral lease agreement on October 31, 2019 with the rent set at \$1,400.00 per month.
25. The Commission agrees with the finding of the RTO with respect to denying the compensation for illegal rent increases. Without testimony from the authors of the text messages, the Commission finds that the Tenants have not met the burden of proof to establish their claim.
26. With respect to the Tenants' concern that they were not adequately compensated for their deck, the Tenants did acknowledge that the Landlord gave them \$1,000.00 for it after they used it for five years. The Commission notes that there is nothing, such as an invoice for building supplies and labour, to establish that they in fact paid \$2,700.00 for the deck. Accordingly, the Commission upholds the finding and reasoning of the RTO and finds the Tenants have not established a claim for the deck.
27. The Commission finds that there is nothing to establish that the Tenants had to paint and upholds the finding and reasoning of the RTO and finds the Tenants have not established a claim for the paint.
28. With respect to the Tenants' claim for the washing machine and food, there are no receipts or other documents to establish the value of the washing machine or food. Although it was close to six years before the Tenants brought this claim, the Landlord did not dispute it. The Commission accepts that the Tenants did lose food and had to use their own washing machine which would not be part of the original agreement. Given there is no direct evidence on this loss, the Commission is satisfied that an award of \$200.00 for the loss of food and the wear and tear of their personal washing machine is fair given the circumstances.
29. In Order LD25-409, the Rental Office noted that the Landlord had returned the security deposit to the Tenants on June 1, 2025 but had not returned the interest on the security deposit. The Rental Office calculated the interest to be \$50.48 and awarded that sum to the Tenants. The Rental Office also awarded the Tenants \$1,475.00 under section 72 of the Act as a result of the purchaser taking possession of the Unit under section 63 of the Act. Section 72 states:

*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 until acceptable to the tenant.*

30. Accordingly, the Commission awards an additional \$200.00 to add to the \$1,525.48 previously awarded by the Rental Office in Order LD25-409, for a new total sum of \$1,725.48.

## **G. CONCLUSION**

31. The Commission awards an additional \$200.00 for lost food and for wear and tear on the Tenants' washing machine, in addition to the \$1,525.48 previously awarded in Order LD25-409, for a new total of \$1,725.48.

## **IT IS ORDERED THAT**

1. The appeal is allowed in part.
2. The Commission varies Order LD25-409 by awarding an additional sum of \$200.00 to the Tenants.
3. The Landlord must pay the sum of \$1,725.48 to the Tenants within 15 days of the date of this Commission Order.
4. In all other respects, Order LD25-409 is confirmed.

**DATED** at Charlottetown, Prince Edward Island, 30<sup>th</sup> day of January, 2026.

## **BY THE COMMISSION:**

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

[sgd. Murray MacPherson]  
Murray MacPherson, 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.