



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission  
Commission de réglementation et d'appels  
ÎLE-DU-PRINCE-ÉDOUARD

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**Date Issued:** February 5, 2026  
**Dockets:** LR25066  
**Type:** Rental Appeal

INDEXED AS: Yan Lu v. Charles Murphy  
2026 PEIRAC 4 (CanLII)  
Order No: LR26-04

**BETWEEN:**

Yan Lu (the "Tenant")

**Appellant**

**AND:**

Charles Murphy (the "Landlord")

**Respondent**

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## ORDER

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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 filed by the Tenant was heard by the Commission on January 6, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in the determination of the compensation owing to the Tenant by the Landlord.

## B. BACKGROUND

2. This appeal concerns a rental unit located at 13 MacArthur Drive in Charlottetown, Prince Edward Island (the “Rental Unit”). The Rental Unit is a single-family house owned by the Landlord.
3. On September 3, 2020, the parties entered into a written fixed-term tenancy agreement for the Rental Unit from September 3, 2020, to September 30, 2021. The tenancy agreement then continued as a monthly agreement. Rent of \$1,700.00 is due on the first day of the month. The Tenant paid a \$1,700.00 security deposit at the beginning of the tenancy.
4. On October 10, 2025, the Tenant filed an amended *Form 2 (A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking to use his security deposit as a rent payment and to have the Tenant’s rent waived until June 2026 due to a loss of electricity and internet services.
5. On October 17, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for November 13, 2025.
6. On November 3, 2025, the Rental Office sent the parties a 98-page evidence package. Rental Office and Island Regulatory and Appeals Commission Orders LD22-303, LR22-61, LD23-015, LD23-197, LR23-22, and LD23-568 were included as Director’s Evidence.
7. On November 13, 2025, the Tenant and the Landlord’s representative (the “Representative”) participated in a teleconference hearing. The parties confirmed receipt of the evidence package and stated that all evidence submitted to the Rental Office was included.
8. After the hearing, the parties submitted additional evidence, which was shared with the other party and added to the record.
9. On December 11, 2025, the Rental Office issued Order LD25-430 which ordered:
  1. *The Landlord will pay the Tenant \$557.59 by January 12, 2026.*
  2. *The Landlord will reconnect the internet service at the Unit forthwith and notify the Tenant when it has been reconnected, and provide the Tenant with any information necessary to connect to the internet.*
  3. *The Landlord will compensate the Tenant for any additional internet expenses incurred after November 6, 2025, to the date the Tenant reconnects to the Landlord’s internet network.*

10. The Tenant appealed Order LD25-430 on December 12, 2025.
11. The Commission heard the appeal on January 6, 2026, by way of telephone conference. The Appellant attended the telephone hearing. Neither the Respondent, nor any representative of the Respondent, attended the telephone hearing.
12. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

## **C. DISPOSITION**

13. The appeal is denied. Order LD25-430 is confirmed.

## **D. ISSUE**

14. Is the Tenant owed additional compensation from the Landlord beyond what was granted in Order LD25-430?

## **E. SUMMARY OF EVIDENCE**

15. The Tenant testified that from the beginning of the lease he would pay the Landlord \$300 a month for electricity but it was the Landlord who paid the electricity bill. Electricity was not an included service in the lease. In March 2025 the Landlord stopped paying the electric bills, and then he stopped sending the Tenant copies of the electric bill in June 2025 and eventually the electricity was disconnected on October 9, 2025 and then was reconnected on October 10, 2025. However there was evidence in the file that the Landlord had advised the Tenant in May 2025 to make the payment “directly at the counter” and the Tenant raised no objections. The Tenant testified that he took issue with the Rental Office’s decision which denied the Tenant’s claim and the finding at paragraph 40, that was “insufficient evidence of the steps that the Tenant took to mitigate this issue”.
16. The Tenant also testified that the water bill is now over \$2,000 in arrears and the City has been digging holes on the outside of the property. However, the Tenant still has water service. The Tenant testified that the Landlord’s internet was an included service which was terminated on July 19, 2025 and the Tenant arranged his own Bell internet account and that the Landlord has not reconnected the Rogers internet.
17. The Tenant submitted that the Landlord was in breach of the common law, intimidated the Tenant, and acted in bad faith by attempting to shift his own financial issues to the Tenant. The Tenant stated that he seeks damages and compensation.
18. While the Tenant acknowledged that inclusion of the internet was not referenced in the written agreement, he stated that the internet was included in an oral agreement. As well, an electricity “cap” was discussed and agreed to. The Tenant testified that he was left without electricity for one day as a result of the Landlord’s actions. The Tenant testified that the electricity bill is now in his name.

## F. ANALYSIS

19. In the Tenant's Notice of Appeal, he seeks the following remedies:

*Redress/Remedy Sought:*

*The Appellant seeks an Order from the Commission to vary the RTO's decision and grant the following relief:*

1. *Compensation for Electricity: An Order requiring the Landlord to compensate the Tenant for the illegal power disconnection and loss of quiet enjoyment caused by this breach.*
2. *Abatement of Rent: An Order granting the Tenant a partial abatement of rent for the period of October 2025 to reflect the Landlord's multiple breaches of duty and the severity of the illegal service cuts.*
3. *Punitive Damages: An Order awarding significant punitive/exemplary damages against the Landlord for the high-handed, malicious, and retaliatory disconnection of essential services.*

20. In Order LD25-430 the Officer ordered that the Landlord pay the Tenant \$557.59 compensation for the Bell internet installation the Tenant obtained. This fixed amount pertains to the expenses incurred between July 21 and November 6, 2025. The Landlord was also ordered to reconnect the internet service and notify the Tenant of the reconnection. The Landlord was also ordered to compensate the Tenant for any additional internet expenses incurred after November 6, 2025.

21. The Tenant has testified that he is still using the Bell internet service he obtained. He indicated that the Rogers internet service previously provided by the Landlord is not available. The Landlord was not present to clarify whether the Rogers internet service, which the Landlord had previously provided, was now fully functional and, if so, the date that service became available again.

22. In Order LD25-430, the Officer referred to the Tenant's other claims: for a one-day loss of electricity service, for the Landlord's alleged harassing behaviour, for the Landlord's attempts to evict the Tenant, for the alleged refusal to make repairs, and for the inconvenience of attending hearings and the cost of hiring a lawyer. The Officer dealt with the internet claim, denied the claim for electricity loss and did not address the other claims, other than to deny the Tenant's request to use the security deposit as a rent payment and deny the Tenant's request for waiving rent until June 2026.

23. The Commission has reviewed the "Residential Lease Agreement" (Exhibit E-8) found at pages 19 to 22 of the Commission file record. The Commission notes that this tenancy agreement does not state that electricity is an included service, nor does it reference any "cap" on electricity which would limit the Tenant's electricity bill to \$300. The Commission finds that the parties had a past arrangement whereby the Landlord paid the electricity bill and then sought reimbursement from the Tenant. It appears that the Landlord stopped paying the electricity bill in the spring of 2025 and requested that the Tenant pay the electricity bill directly to the utility. Exhibit E-31 establishes that the Landlord, on May 25, 2025, requested that the Tenant pay the electric utility bill directly. The Tenant's response

to this request was an obscenity documented in Exhibit E-31. Exhibit E-31 also establishes that the electricity was disconnected at 1:00 p.m. on October 9, 2025.

24. In relation to the Rental Office's comment about there being insufficient evidence of "mitigation", the Commission finds that the Tenant was aware that the Landlord requested the Tenant to pay the electric bill directly at the counter and the Tenant's failure to do so contributed to the electricity being disconnected and would have avoided the one-day power interruption. Accordingly, the Commission will not award compensation for the one-day loss of electricity.
25. With respect to the Tenant's claim for an abatement of rent, the Commission denies such claim. The Tenant remains responsible for paying rent. The security deposit cannot be used until the tenancy has ended at which time section 40 of the *Act* will govern its disposition. The Commission does not have any jurisdiction under the *Act* to consider a claim for punitive damages.
26. With respect to the Tenant's concerns over the water bill account being in arrears, no loss of water was reported in the Tenant's testimony before the Commission and the Commission finds that while this may be stressful to the Tenant the mere fact that the Tenant is aware of the arrears does not support a claim for compensation.
27. The Commission denies the appeal and confirms the outcome of Order LD25-430. The Commission reminds the Landlord that Order LD25-430 makes the Landlord responsible for internet service, responsible for paying \$557.59 for internet services to November 6, 2025 incurred by the Tenant and the Landlord is required to compensate the Tenant for any additional internet expenses incurred by the Tenant after November 6, 2025 until the date the Tenant reconnects to the Landlord's service.

## **G. CONCLUSION**

28. The appeal is denied. The Tenant's request for compensation for matters other than the loss of internet service is denied. Order LD25-430 is confirmed, and the parties are reminded that the Landlord is responsible for the cost of internet service.

**IT IS ORDERED THAT**

1. The appeal is denied.
2. Order LD25-430 is confirmed, including the Landlord's responsibility to compensate the Tenant for internet expenses incurred, both in the past and ongoing, as detailed in Order LD25-430.

**DATED** at Charlottetown, Prince Edward Island, 5<sup>th</sup> day of February, 2026.

**BY THE COMMISSION:**

*[sgd. Gordon MacFarlane]*  
Gordon MacFarlane

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

**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.