



PRINCE EDWARD ISLAND

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

Date Issued:

February 12, 2026

Dockets: LR25065

Type: Rental Appeal

INDEXED AS: Wenhua Chen v Nick Cheverie

2026 PEIRAC 5 (CanLII)

Order No: LR26-05

BETWEEN:

Wenhua Chen (the "Landlord")

Appellant

AND:

Nick Cheverie (the "Tenant")

Respondent

ORDER

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 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 finding that the Tenant will pay the Landlord \$1,604.60 by January 12, 2026.

B. BACKGROUND

2. This appeal concerns a rental unit located at 42 MacWilliams Road, Charlottetown, PEI, (the “Rental Unit”). The Rental Unit is one-half of a duplex owned by the Landlord.
3. On March 6, 2020, the parties entered into a written fixed-term tenancy agreement for the Rental Unit from March 6, 2020, to March 5, 2021. The tenancy then continued on a monthly basis. Rent was \$1,933.47 due on the third day of the month. A security deposit of \$1,800.00 was paid on March 6, 2020.
4. On May 6, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective May 26, 2025, for failing to pay rent in the amount of \$1,933.47 (the “Notice”).
5. On May 27, 2025, the Landlord filed a first *Form 2(B) Landlord Application to Determine Dispute* (the “First Application”) with the Rental Office seeking rent owing and possession of the Rental Unit.
6. On June 6, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for July 3, 2025.
7. On July 3, 2025, the Landlord called into the teleconference hearing; however, the Tenant did not. The Landlord stated that she learned that the Tenant may have already moved out of the Rental Unit. The hearing was postponed until a later date.
8. On July 8, 2025, the Landlord filed a second *Form 2(B) Landlord Application to Determine Dispute* (the “Second Application”) with the Rental Office seeking to keep the security deposit for rent owing.
9. On July 16, 2025, the Landlord filed a third *Form 2(B) Landlord Application to Determine Dispute* (the “Third Application”) with the Rental Office seeking compensation exceeding the security deposit.
10. On September 15, 2025, the Rental Office sent the parties notice of a rescheduled teleconference hearing for November 27, 2025.
11. On November 27, 2025, the Landlord participated in a teleconference hearing. The Rental Officer called the Tenant and left a voicemail message. The Rental Officer waited ten minutes, and the hearing proceeded in the Tenant’s absence. The Landlord confirmed that all the evidence they submitted to the Rental Office was included in the evidence packages. The Tenant submitted no documents.

12. On December 10, 2025, the Rental Office issued order LD25-429 which ordered that the Tenant will pay the Landlord \$1,604.60 by January 12, 2026.
13. The Landlord appealed Order LD25-429 on December 12, 2025.
14. The Commission heard the appeal on January 6, 2026, by way of telephone conference. The Landlord attended the telephone hearing. The Tenant did not attend the telephone hearing. Commission Staff did speak to the Tenant at 8:30 am on January 6, 2026, at which time the Tenant acknowledged receiving Notice of the Hearing. After the 8:30 am call with the Tenant, Commission Staff resent the hearing material and instructions for zoom hearing to the Tenant via email.
15. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

16. The appeal is allowed and the Commission finds that the tenancy ended on July 3, 2025. Accordingly, the double security deposit penalty provisions under section 40 do not apply as the Landlord had applied to retain the security deposit on July 8, 2025.
17. Further, the Tenant owes rent for the full months of May and June 2025. The Commission confirms the various claims for unpaid water bills, cleaning and disposal, damaged appliances and heaters, as well as missing keys and garage door opener. The net amount owed by the Tenant rises from \$1,604.60 under Order LD25-429 to \$5,841.50 on appeal.

D. ISSUES

18. There are three issues for the Commission to consider on this appeal:

Issue A – When did the tenancy end?

Issue B – Do the double security deposit provisions under section 40 of the *Act* apply?

Issue C – Is additional rent owed by the Tenant to the Landlord?

E. SUMMARY OF EVIDENCE

19. The Landlord testified that she believed the Tenant owed rent for all of May and all of June 2025. The Landlord stated that the Tenant did not advise her when he moved out of the Rental Unit. The Tenant did not return the keys to the Landlord, nor did he return the garage opener. The Landlord testified that she awaited the hearing process for the scheduled hearing before the Rental Office. The Landlord stated that she visited the Rental Unit several times during the month of June and the Tenant's vehicle and a bicycle were outside, which suggested to her that the Tenant was still living there.
20. The Landlord stated that she is not appealing the damage amounts awarded by the rental Office in Order LD25-429.

F. ANALYSIS

Issue A – When did the tenancy end?

21. In the present case, the Tenant did not return the keys or the garage opener to the Landlord. The Tenant did not remove all of his belongings from the Rental Unit. Further, the Landlord believed that the Tenant was still living in the Rental Unit in June as she noticed his vehicle and a bicycle outside. As a result, while the Tenant may have no longer been living in the Rental Unit, the Commission is satisfied that the Tenant had not returned possession of the Rental Unit to the Landlord and thus the tenancy continued.
22. In early July 2025, the Landlord gave 24-hour notice that she was inspecting the Rental Unit. On July 3, 2025, the Landlord entered the Rental Unit and discovered that the Tenant was not living there, but had left garbage behind.
23. There was no information or testimony from the Tenant to establish when he actually moved out of the Rental Unit.
24. The Commission is satisfied that the Tenant did not return the keys or otherwise surrendered possession of the Rental Unit to the Landlord. The Commission is, therefore, satisfied to accept the Landlord's evidence that the Tenant occupied the Rental Unit for all of May and June 2025 and finds that the tenancy ended on or about July 3, 2025, when the Landlord, after giving notice, entered the Rental Unit and determined that the Tenant had moved out.

Issue B – Do the double security deposit provisions under section 40 of the Act apply?

25. Once the tenancy had ended, the Landlord had 15 days to file to retain the security deposit under section 40 of the Act. Given the Commission's finding that the tenancy ended on July 3, 2025, and the Landlord filed a Form 2(B) seeking to retain the security deposit on July 8, 2025, the Commission finds that the Landlord filed to claim the security deposit well within the 15-day filing period. Accordingly, the Commission reverses the finding in Order LD25-429 that the double security deposit provisions apply.

Issue C – Is additional rent owed by the Tenants to the Landlord?

26. In Order LD25-429 the Rental Office found that the Tenant owed the Landlord rent for 26 days in May 2025 as the Rental Office had deemed the tenancy ended on May 26, 2025. The Commission finds that the Tenant owed the Landlord rent for all of May 2025 and all of June 2025. Given that the rental agreement (Exhibit E-15, pages 32 to 40 of the Commission file materials) does not provide the date for which rent payment is due, and established that the agreement was to commence March 6, 2020, the Commission declines to order that rent be paid for the first three days of July 2025.

Calculations of money owed offset by the security deposit together with interest

27. Rent as of 2025 was \$1,933.47 per month. The Commission finds rent in the amount of **\$3,866.94** owing for the months of May and June 2025.

28. Order LD25-429 found that the Tenant owed the Landlord \$1,076.09 for unpaid water bills which were the Tenant's responsibility to pay. The Landlord had to pay this amount before the new tenant could move in. The Commission agrees with the finding made by the Rental Office and finds that the Tenant owes the Landlord **\$1,076.09** for the unpaid water bills.
29. Order LD25-429 found that the Tenant owed the Landlord \$1,200.00 for cleaning plus \$387.00 for a dumpster rental for a total of \$1,587.00. The Commission agrees and finds the Tenant owes the Landlord **\$1,587.00** for cleaning and disposal fees.
30. Order LD25-429 found that the Tenant owed the Landlord \$39.77 for replacement keys, \$375.46 (apportioned) for a washing machine, \$313.39 (apportioned) for a clothes dryer, \$258.74 (apportioned) for electric heaters, and \$79.74 for a replacement garage door opener. The total for these missing and damaged items is **\$1,067.10**. The Commission agrees with these findings.
31. Accordingly, the Commission finds that the Landlord's total claim against the Tenant is **\$7,597.13**.
32. The Commission finds that the Landlord may retain the \$1,800.00 security deposit, together with interest in the amount of \$155.63 [representing interest earned from March 6, 2020, to the date of this Commission Order], for a total of \$1,955.63.
33. The sum of \$1,955.63 may be offset against the claim of \$7,797.13, leaving a balance owed by the Tenant to the Landlord of \$5,841.50

G. CONCLUSION

34. The Commission has determined that the tenancy ended on July 3, 2025. This date variation results in the double security deposit penalty no longer applying as well as a larger rent owing claim. The net result is that on appeal, the Tenant is ordered to pay the Landlord \$5,841.50.

IT IS ORDERED THAT

- 1. The appeal is allowed.**
- 2. The Tenant owes the Landlords \$5,841.50.**
- 3. The Tenant must pay the Landlord the sum of \$5,841.50 within 30 days of the issue date of this Order.**

DATED at Charlottetown, Prince Edward Island, 12th 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.