



Date Issued: March 10, 2026
Dockets: LR25061
Type: Rental Appeal

INDEXED AS: Angela Rowlings v. Vanessa MacFarlane
2026 PEIRAC 10 (CanLII)
Order No: LR26-09

BETWEEN:

ANGELA ROWLINGS (the "Tenant")

Appellant

AND:

VANESSA MACFARLANE (the "Landlord")

Respondent

ORDER

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 January 26, 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 \$280.63 by December 1, 2025.

B. BACKGROUND

2. This appeal concerns a rental unit located at 175 Cedar Street, Summerside, PEI (the “Rental Unit”).
3. The Rental Unit is a room and shared common spaces in a house (the “Residential Property”) that the Landlord owns.
4. On July 19, 2024, the parties entered into an oral tenancy agreement for the Rental Unit. The parties dispute whether the tenancy agreement was a month-to-month or a fixed-term agreement. Rent of \$600.00 was due on the first day of the month, and a security deposit of \$250.00 was paid at the beginning of the tenancy.
5. The parties dispute whether the tenancy has ended.
6. On August 13, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Rental Office seeking the return of her personal property, double the security deposit and additional compensation.
7. On September 3, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for October 16, 2025.
8. On October 1, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking compensation (the “Landlord Application”).
9. On October 16, 2025, the Rental Office sent the parties notice of a rescheduled teleconference hearing for October 23, 2025.
10. On October 16, 2025, the Rental Office sent the parties a 97-page evidence package.
11. On October 23, 2025, the Tenant and the Landlord’s representative (the “Representative”) participated in a teleconference hearing. The parties confirmed that all the evidence submitted to the Rental Office was included in the evidence package.
12. On October 31, 2025, the Rental Office issued Order LD25-387 which ordered the Tenant pay the Landlord \$280.63 by December 1, 2025, and the Landlord return the Tenant’s personal property.
13. The Tenant appealed Order LD25-387 on November 20, 2025.

14. The Commission initially scheduled the hearing to be held on December 16, 2025, but the Respondent was not available on that date. The tele-hearing was rescheduled, with the agreement of the Appellant, to be held on January 13, 2026. On January 12, 2026, the Respondent requested a further adjournment due to extraordinary circumstances, in accordance with the Commission's policy on rescheduling rental appeal hearings. The tele-hearing was then rescheduled to be heard on January 26, 2026, at 10:30 am.
15. The Commission heard the appeal on January 26, 2026, by way of telephone conference. The Tenant, Angela Rowlings, attended the telephone hearing. The Landlord, Vanessa MacFarlane, was represented by Patrick Buswell, who attended the telephone hearing on her behalf.
16. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

17. The Appeal is allowed in part.
18. The Commission finds that additional compensation is due to the Tenant from the Landlord for the Tenant's purchase of a replacement bicycle in the amount of \$120.00. This amount shall reduce the amount owing by the Tenant to the Landlord from \$280.63 to \$160.63 as previously determined by the Rental Office in Order LD25-387.
19. Further, the Commission confirms that the tenancy in question is a month-to-month tenancy that ended on July 31, 2025.

D. ISSUES

20. The issues in this appeal concern the amount of money owing to each party following the ending of the tenancy:
 - A. Is the Tenant entitled to compensation for the replacement cost of a bicycle which was withheld by the Landlord, when the Tenant's proof of loss consists of a handwritten receipt from a private sale?
 - B. Is the Tenant entitled to compensation for various items of food due to spoilage and/or expired dates and for other personal items?
 - C. What Notice is required in a somewhat irregular month to month tenancy where there have been extenuating circumstances, including a practice of pro-rating rent on a daily basis as well as water and sewer issues which required extensive repairs and made the Rental Unit uninhabitable for a period of time?

E. SUMMARY OF EVIDENCE

21. The Tenant started renting the Rental Unit from the Landlord in July 2024. No formal tenancy was in place, and no end date was set. The parties further agreed that the

Landlord would pro-rate the rent when the Tenant was out of province, as she often was due to her work as a photographer in various locations.

22. The Tenant left Prince Edward Island on October 7, 2024, and did not return until March 20, 2025.
23. The Landlord had previously agreed to store some of the Tenant's personal belongings including her bicycle, and personal items of food throughout the fall 2024/winter 2025 while she was out of province.
24. On or about March 25, 2025, the Residential Property and the Rental Unit began experiencing water and plumbing issues.
25. The Tenant developed increasing concerns and anxiety regarding the safety of the Rental Unit as well as its state of cleanliness upon her return from time to time. The Landlord refuted such claims and submitted that the Tenant's claims are overstated.
26. The Tenant left the Rental Unit in early May 2025 and planned to return on May 22, 2025, to do further work on Prince Edward Island. However, on May 20, 2025, the Landlord advised the Tenant that the Residential Property was undergoing water and sewer repairs and that it would be uninhabitable for at least 2 more weeks.
27. On June 5, 2025, the Tenant advised the Landlord that she had secured another place to live that was more suitable. The Tenant did not pay any further rent to the Landlord and considered this sufficient notice in light of all the circumstances as described herein.
28. The Tenant returned to PEI on June 15, 2025. She attended at the Residential Property to retrieve her belongings on June 17, 2025. The parties got into a disagreement regarding the retrieval of the Tenant's personal property and the police were called. The Tenant asserted that the Landlord physically tried to block her from retrieving her property. Eventually the Tenant left with some of her belongings.
29. The Tenant disputes that she did not make sufficient efforts to contact the Landlord to retrieve her belongings and provided various emails in this regard. The Tenant submitted that she tried to communicate further with the Landlord regarding the retrieval of the rest of her property, but the Landlord advised her not to contact them further and that matters would be dealt with by the Rental Office.
30. As part of the documentary evidence, the Tenant provided the Rental Office with a handwritten receipt in the amount of \$120.00 for payment for a replacement used bicycle she purchased on the social platform called "Facebook Marketplace". The Landlord disputes the validity and legality of a handwritten receipt and submits that the Tenant's bicycle was eventually returned to her in perfect condition.
31. The Tenant also made a claim regarding various items of her food, which, due to the length of time she states she was unable to retrieve same, she claims became inedible or spoiled due to freezer burn and overdue expiry dates.
32. The Landlord disputes the Tenant's depiction of the condition of the Residential Property and the extent of any flooding. The Landlord emphasized that the water and sewer were

disconnected between May 19 to June 3, 2025, and that repairs were made forthwith, with a cost to the Landlord of over \$12,000.

33. The Landlord argues that there is no reasonable way to determine the Tenant's food spoilage, either through freezer burn or overdue expiry dates and that this should not be a landlord/tenant issue. The Landlord disputes any responsibility in this regard.
34. The Landlord disputes the Tenant's description of her relationship with the Landlord as "friends".
35. In the Order included in the package of materials provided to the Commission, the Rental Office determined that this was a month-to-month agreement, notice to end the tenancy was provided on June 5, 2025, and that the tenancy ended on July 31, 2025. Given that during the first week of June 2025 the Residential Property was uninhabitable, the Tenant was ordered to pay \$1,100, ie. \$500 (a \$100 discount or \$20 per day) for June and \$600 for July 2025 to the Landlord. The Rental Office further ordered that the Tenant had established a claim for \$311.61 for a return of half the rent for May 2025 and a previous overpayment in 2024, plus a further claim for a return of double security deposit and interest totalling \$507.76. The off-set amount equals \$280.63 (\$1,100 minus \$311.61 minus \$507.76) which was payable by the Tenant to the Landlord. Other claims of both the Landlord and the Tenant, including the replacement cost of the Tenant's bicycle and food, were not accepted by the Rental Office.

F. ANALYSIS

36. The Commission finds that in addition to the water and sewer issues of the Residential Property and Rental Unit, there was an unfortunate and clear breakdown in the relationship of the parties in this case.

Compensation for Tenant's Personal Items

37. As stated above, during the tenancy, the Tenant stored her bicycle in a garage on the Residential Property with the Landlord's permission.
38. Following the dispute between the parties and/or the end of the tenancy, the Landlord withheld the possession of the Tenant's bicycle. Despite the Tenant's request to the Landlord for the return of the bicycle, the Landlord did not do so.
39. Further, the Landlord did not provide evidence that the bicycle was abandoned by the Tenant, lawfully seized, or disposed of in accordance the *Act*.
40. As a result of not having access to her bicycle, the Tenant purchased a replacement bicycle in August 2025 for \$120.00 through the online social platform called "Facebook Marketplace" and provided a handwritten receipt as evidence.
41. The Landlord disputes the Tenant's claim for the replacement bicycle, arguing that a handwritten receipt is insufficient proof of loss. The Rental Office did not award compensation to the Tenant for the replacement bicycle.

42. A landlord is prohibited from seizing, withholding, or interfering with a tenant's personal property, except as expressly permitted by the *Act*. The standard of proof in residential tenancy proceedings is the balance of probabilities. The Commission finds that the evidence establishes that the bicycle was the personal property of the Tenant and that the Landlord withheld possession of it. There is no evidence that the Landlord was entitled to retain or dispose of the bicycle.
43. Withholding a tenant's personal property constitutes a breach of the *Act*. Where such a breach results in loss, the Tenant is entitled to seek compensation.
44. The Tenant has claimed for the replacement cost of her bicycle. While the receipt provided is handwritten and originates from a private on-line transaction and sale via "Facebook Marketplace", the Commission notes that:
- second-hand purchases through on-line platforms such as "Facebook Marketplace" commonly do not generate formal receipts;
 - the receipt identifies the item purchased, the date of the purchase and the amount paid; and
 - the amount claimed is reasonable and proportionate for a used bicycle.
45. The Commission finds that the receipt provided by the Tenant is sufficient proof of loss in the circumstances. Residential tenancy proceedings are intended to be accessible and practical, and strict evidentiary standards applicable in civil court do not necessarily apply.
46. On a balance of probabilities, the Commission accepts that the Tenant incurred the expense claimed as a direct result of the Landlord's actions and that the reasonable replacement cost of the bicycle.
47. The Commission therefore finds that the Tenant has established both liability arising from the Landlord's withholding of the Tenant's bicycle and quantum, supported by credible evidence of the replacement purchase.
48. The Commission denies the Tenant's claim for any loss of frozen or expired food as there is simply not sufficient evidence to establish a valid claim in this regard.

Required Notice Period to End Tenancy

49. With regard to the required Notice Period to end a tenancy, under residential tenancy legislation, a tenant in a month-to-month tenancy must give at least one full rental period of notice and the notice must be effective on the last day of a rental period. This typically means notice must be given before the start of the final month for which rent is payable.
50. Subsection 55(2) of the *Act* states:

A tenant may end a month-to-month or other periodic tenancy by giving the landlord a notice of termination effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice;*
- (b) is the day before the day that rent is payable under the tenancy agreement.*

51. The Tenant's position is given the facts of this case, including that the Rental Unit was unavailable due to the water and sewer repairs at the beginning of June 2025, that this changes the statutory notice requirements to end her tenancy.
52. However, the Commission finds that unless there is a clear agreement to alter the rental period itself, the Tenant remains required to give notice before the start of the final month in order to lawfully terminate the tenancy at the end of that month.
53. The Commission accepts that the Rental Unit was not available for occupancy on the first day of June 2025 due to ongoing repairs and agrees that the Tenant is not required to pay rent for the days the Rental Unit was unavailable, namely June 1-June 5, 2025. However, the unavailability of the Rental Unit at the beginning of the month does **not** alter the rental period for the purposes of statutory notice, absent a clear agreement redefining the tenancy period itself. While delayed occupancy may give rise to rent abatement or pro-rated rent, it does not convert a monthly tenancy into a daily tenancy, nor does it shorten the notice period required under the *Act*. There was no evidence before Commission that the parties intended to create a daily tenancy or that each period of occupancy constituted a new tenancy. The pro-ration of rent reflected a practical accommodation for partial occupancy and repairs, not a redefinition of the rental period.

G. CONCLUSION

54. The appeal is allowed in part.

IT IS ORDERED THAT

1. The appeal is allowed in part.
2. The Tenant shall receive a credit of \$120.00 for the replacement cost of a bicycle against the amount owing to the Landlord, that being \$280.63 as previously determined in LD25-387.
3. The Tenant shall not receive any compensation for her loss of food.
4. The Tenant shall pay \$160.63 to the Landlord.
5. Payment shall be made within 15 days of the date of this decision.

DATED at Charlottetown, Prince Edward Island, 10th day of March, 2026.

BY THE COMMISSION:

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

[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.