

# Renting on PEI

A Guide for Tenants



**Community Legal  
Information**  
Empowerment Through Knowledge



# Contents

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## About

Who is this publication for?	5
Office of the Director of Residential Rental Property	7

## Before You Rent

Human Rights	9
Personal Information	11
Pets	13
Security Deposit	14
Inspection	15
Utilities	16
Rental Agreement	17
Tenant Insurance	20

## While You Rent

Paying Rent	22
Roommates	23
Quiet Enjoyment	25
Privacy	27
Health and Safety	28
Repairs and Maintenance	32
Rent Increases	34
Subletting & Assigning	37
Tobacco and Cannabis Use	39
Property Sales	41

## Leaving Your Rental

Ending a Rental Agreement	43
Evictions	46
Security Deposits	50

Resources	52
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# About

The Tenant Support Centre is a project of Community Legal Information, funded by the Government of Prince Edward Island. We assist tenants on Prince Edward Island by providing legal information, referrals, as well as offering support during the rental hearing process. We also deliver workshops on tenants' rights and responsibilities.

Community Legal Information is a registered charity that provides free legal information through an inquiry phone line, website, e-mail, publications, and outreach efforts. We also provide low cost lawyer referrals to Islanders who need legal advice. Our goal is to provide Islanders with understandable and useful information about our laws and the justice system. If you have legal issues other than renting, visit **[www.legalinfopei.ca](http://www.legalinfopei.ca)** for legal information.

The publication content was created in collaboration with the Rental Office.

## Contact

### Telephone

902-940-5368

### E-mail Address

[tenantsupport@legalinfopei.ca](mailto:tenantsupport@legalinfopei.ca)

### Website

[www.rentingpei.ca](http://www.rentingpei.ca)

### Visiting/Mailing Address

Royalty Centre, Room 111  
40 Enman Crescent  
Charlottetown, PE C1E 1E6



# Who is this publication for?

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This publication is for residential tenants on Prince Edward Island (PEI). The law that applies to most residential tenants in PEI is the *Rental of Residential Property Act* and its Regulations. The Act and Regulations explain the rights and responsibilities of landlords and tenants. They also explain what you or your landlord can do if one of you isn't respecting the law.

The Act covers most rental housing. The Act does not apply to:

- Housing co-operatives
- University or college residences
- Community care facilities and long-term care facilities
- Facilities that provide therapy or rehab services
- Group homes
- Short-term rentals where the person stays for less than one month
- Commercial rentals

We will refer to the *Rental of Residential Property Act* as the **Act** in this publication.

## Applying the Act to Roommates

The Act and Regulations apply to people that are in a landlord-tenant relationship. It does not normally apply to the relationship between roommates. You may not be protected by the law if you have a disagreement with your roommate.

There are certain situations when your roommate may be considered your landlord. We'll talk about that more in this publication.





# Understanding the Terms

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## **Lessor**

You may hear different terms used to describe landlords. The word lessor is used in the Act. Lessor means either the owner of the rental housing, or the person they choose to represent them. For example, a property manager or superintendent.

## **Landlord**

The word landlord is commonly used to describe the owner of rental housing. We use the word landlord in this publication.

## **Property Manager**

The word property manager is commonly used to describe the person in charge of managing the rental housing. You should be given the name and contact information for the property manager if you have one. Speak with your landlord to find out who you should contact if you have issues with your rental, including in an emergency.

# Office of the Director of Residential Rental Property

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The Office of the Director of Residential Rental Property, also known as the Rental Office, oversees and resolves problems between residential landlords and tenants on PEI. They have an administrative tribunal that acts like a court. They can make decisions and issue orders to landlords and tenants. This process is called a **hearing**.

The Rental Office forms part of the Island Regulatory and Appeals Commission (IRAC). IRAC is an independent quasi-judicial tribunal. They do many things, including setting gas prices and hearing appeals for provincial planning, tax and rental decisions.

All the official forms required for residential rentals on PEI are available through the Rental Office. You can access the forms at [www.irac.pe.ca/rental/](http://www.irac.pe.ca/rental/). There is an official form for most residential rental situations. The different forms will be explained in this publication.

If your landlord doesn't meet their legal responsibilities, you can file an application with the Rental Office to ask for an **order** directing your landlord to meet their obligations. Your landlord can also ask the Rental Office to get involved if you are not meeting your legal responsibilities as a tenant.

You or your landlord can appeal an order to IRAC. The person that is appealing the order must attend the first hearing at the Rental Office. If you or your landlord appeals an order, a new hearing will be held.

If you rent housing that is not covered under the law, the Rental Office can't help you if you have issues with your rental.

We will refer to the Office of the Director of Residential Rental Property as the **Rental Office** throughout this publication.

# Before You Rent





# Human Rights



You have the right to equal access to housing without discrimination. Discrimination means treating someone unfairly because of their identity, beliefs, or background. The *PEI Human Rights Act* protects you from discrimination.

Your landlord cannot deny you a rental, harass you, or treat you unfairly because of your:

- Age
- Source of income
- Colour, race, ethnic or national origin
- Disability (including having an addiction)
- Creed or religion
- Political belief
- Family or marital status
- Sexual orientation
- Gender identity
- Sex (including being pregnant or sexually harassed)
- Gender expression

Your landlord also cannot discriminate against you if you filed a human rights complaint in the past.

The details of the situation determine if there is a human rights violation. If you have experienced discrimination or you are not sure, contact the PEI Human Rights Commission for more information.

Some examples of possible discrimination include:

- Advertising a building as “seniors-only”.
- Charging extra rent to someone who has a service animal.
- Refusing to rent to people who have children or who are expecting a child.
- Refusing to rent to someone based on where they get their income.



## Human Rights and Service Animals

A service animal is trained to assist a person with a disability. A landlord cannot refuse to rent to you because you have a service animal. The work your service animal performs must be related to your disability.

There is no standard identification or certification process for service animals on PEI. It is important to let your potential landlord know if you use a service animal.

Your landlord may have questions about your service animal. Your landlord can ask things such as, is the animal assisting you with a disability, or, what assistance has the animal been trained to provide related to your disability.

Your landlord cannot ask questions specifically about your disability. They cannot require the service animal to demonstrate tasks they would normally help you with. You do not have to answer questions about your health or provide demonstrations of the animal's services.

Not all rental situations involving animals are protected by the *Human Rights Act*. Animals that provide comfort and companionship but are not specifically trained to assist with your disability are not considered service animals. These animals are sometimes referred to as Emotional Support Animals.

If you believe a landlord discriminated against you for having a service animal, contact the PEI Human Rights Commission.

### PEI Human Rights Commission

Phone	902-368-4180
Toll-free	1-800-237-5031
Website	<a href="http://www.peihumanrights.ca">www.peihumanrights.ca</a>

# Personal Information

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When applying for a rental unit, or when entering into a rental agreement, the landlord may ask you for some personal information. Some general rules the landlord must follow are:

- The landlord must have your consent when they collect, use or disclose your personal information.
- The landlord must clearly state the reasons for collecting your personal information. The landlord should only use your information in ways that are considered reasonable and appropriate.
- The landlord must give you access to any personal information that they have about you. You can challenge the accuracy of the information if you do not think the information is correct.
- The landlord can only use your personal information for the purposes for which it was collected.
- The landlord must protect your personal information.

If a landlord does not follow these rules, contact the Office of the Privacy Commissioner of Canada.

## **Office of the Privacy Commissioner of Canada**

Phone 1-800-282-1376

Website [www.priv.gc.ca](http://www.priv.gc.ca)



## Before You Rent

### Credit Check and Other Information

The landlord may ask for a credit check. A credit check provides information to a landlord about whether you can afford the rent.

The landlord must have your consent to share your personal information with any third party, including sharing information with a credit reporting agency for a credit check.

For a credit check, the landlord needs your name, your address, and your date of birth.

The landlord may also ask for your driver's license, passport, name of employer, tax information, or income and expenses on a rental application. This information is not needed for a credit check. However, it may allow the landlord to get clearer information from the credit check company or to ensure you aren't confused with someone with a similar name and date of birth.

The landlord can ask for this information. You have the right to know why they need it, who else will see your information, and if there is any risk of harm to you. You can ask questions and you can suggest alternative ways to confirm your ability to afford the rent.

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**Office of the Privacy  
Commissioner of  
Canada**

**Phone**  
1-800-282-1376

**Website**  
[www.priv.gc.ca](http://www.priv.gc.ca)

### Social Insurance Number

Your social insurance number (SIN) is a confidential number. You are not required to provide your SIN. However, there is no law preventing landlords from asking you for your SIN. If the landlord asks for your SIN, you can say no or you can ask why the landlord needs it, how it will be used, and to whom it will be given.

For more information about sharing personal information when renting, contact the Office of the Privacy Commissioner of Canada.

# Pets

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Landlords can decide whether they will allow pets in their building. Landlords can also limit the type or size of pets allowed. These policies do not apply to service animals trained to assist you with a disability.

Once you enter into a rental agreement, your landlord cannot later change the terms of the agreement without permission from the Rental Office. For example, if your rental agreement allows you to have a pet in your rental unit, you can have a pet throughout your time living there, unless the Rental Office makes an order. If your landlord sells the property to a new owner, the new landlord also cannot change the terms of your rental agreement.

Landlords are not allowed to ask for a pet deposit.

## Tips for Finding Rentals with Pets

It can be difficult to find housing that allows pets. Consider providing written references from past landlords, your animal trainer, or your veterinarian. Your past landlord and animal trainer could confirm your pet is well-behaved. Your past landlord can explain that your pet caused no damage or noise concerns. Your veterinarian could provide details of your pet's health record, such as vaccinations and checkup schedule.



**Landlords can decide whether they will allow pets in their building.**



# Security Deposit

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A security deposit is money paid by a tenant to a landlord before moving in. The landlord is required to keep this money in trust for as long as the tenant lives in the rental unit.

Your landlord can ask for a security deposit of up to one month's rent. For example, if the rent is \$500, your landlord can ask for up to \$500. If you have a weekly rental agreement, it cannot be more than one week's rent.

Your potential landlord cannot request key money, a holding deposit, a pet deposit, or both first and last month's rent. If you were charged a security deposit that was more than one month's rent, you can apply to the Rental Office to have this money returned to you.

Upon moving out, your landlord must return the security deposit, with applicable interest, to you if you have:

- Paid your rent and related bills in full.
- Cleaned the apartment adequately.
- Maintained the condition of the property.

Your landlord can keep your security deposit to recover any losses, such as unpaid rent, cleaning bills, or repairs. They cannot keep your security deposit to repair normal wear and tear. **Normal wear and tear** is damage that is expected over time as a result of living in the unit.

# Inspection

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Before you move in, carefully inspect the rental unit with your landlord. Doing an inspection is not required by law, but it ensures you both agree on any pre-existing damage. This may protect you against claims you caused the damage when you move out.

During this inspection, look at the condition of the walls, floors, counters, appliances, and anything else in the rental unit. Document any damage in a notebook or an electronic file and consider taking photos and videos. Have your landlord sign a form acknowledging any pre-existing damage. You can find a form for inspections at [www.irac.pe.ca/rental/](http://www.irac.pe.ca/rental/).

If any damage goes unnoticed during the inspection, your landlord may assume you are responsible for it and use your security deposit to repair it after you move out.

On the day you move out, you and your landlord should do a final inspection of the rental unit. You can use the notes and photos from the first inspection as reference. You should acknowledge any damage you have caused.



# Utilities



Utilities are services such as heat, water, electricity and internet. Utilities may or may not be included in your rent. Make sure to ask which utilities, if any, are included with the rent payment. This information should also be written in your rental agreement. If your landlord tries to later change which utilities are included in the rent, this could be considered an illegal rent increase.

If utilities are not included in the rent, research the costs for each utility you plan to use before you move in. Utility companies may require you to pay a deposit in addition to new connection or reconnection fees.

Utilities cost differ based on the season. Consider the difference in price when deciding where to rent.

## Energy Efficiency

You may be able to access programs to help you save money on utilities and be more energy efficient. Contact efficiencyPEI for more information.

### efficiencyPEI

Phone	1-877-734-6336
Email	<a href="mailto:efficiencypei@gov.pe.ca">efficiencypei@gov.pe.ca</a>
Website	<a href="http://www.efficiencypei.ca">www.efficiencypei.ca</a>



# Rental Agreement

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A rental agreement is a legal contract between you and your landlord. This agreement can be verbal, written or implied. Rental agreements typically outline the rules for living in the rental unit. Your landlord must make sure your rental agreement follows the law.

A written rental agreement is also called a **lease**.

Many people do not have a written rental agreement. The Act still applies in these cases. The Act contains conditions that both you and your landlord must follow. Some of these conditions are written in the Standard Rental Agreement. You can find the Standard Rental Agreement at [www.irac.pe.ca/rental/](http://www.irac.pe.ca/rental/).

Neither you, nor your landlord, can change the conditions of your rental agreement once you have agreed to it. You or your landlord must apply to the Rental Office if one of you would like to change a condition of your rental agreement. The Rental Office will then hold a hearing to determine whether the conditions can be changed.





## Types of Rental Agreements

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### Fixed Term Agreement

A fixed term rental agreement is an agreement to rent a place for at least a certain length of time. The most common length of time is one year, but it can be shorter or longer. When the initial period is over, the rental agreement automatically continues as a month-to-month agreement, unless you and your landlord agreed in writing in the beginning to another fixed term or one of you takes legal steps to end the rental agreement.

### Month-to-Month Agreement

A month-to-month agreement does not include an end date. The agreement continues until either you give notice to your landlord that you are leaving, or your landlord evicts you for a valid reason. An example of a valid reason is if you do not pay your rent.

## **Rental Agreement Checklist**

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Read the rental agreement carefully before you sign. If you need assistance understanding the agreement, get help from someone you trust. You must follow all lawful conditions listed in the agreement once you sign.

What your rental agreement should include:

- ☐ Your name
- ☐ Your landlord's name, address and contact information
- ☐ Your property manager's name, address and contact information (if your rental has a property manager)
- ☐ The address of the rental unit
- ☐ The date your agreement begins
- ☐ The date your agreement ends (if it is a fixed term agreement)
- ☐ Whether you will be required to sign a new fixed term agreement once the first term ends
- ☐ The rent amount and if it will be paid weekly or monthly
- ☐ The security deposit amount, if one is required
- ☐ The services and facilities your landlord provides as part of your rent
- ☐ The services and facilities you are responsible for (for example, if you must pay for heat)
- ☐ The signatures of you, your landlord, and witnesses and date of signing

## Tenant Insurance



Tenant insurance is a type of insurance that protects people living in a rental unit as well as their belongings.

Tenant insurance is not required by law on PEI. However, some landlords may require you to have it as part of your rental agreement. If you sign a rental agreement that says you will purchase tenant insurance and you do not, you could be evicted for breaking a condition of the rental agreement.

Most tenant insurance policies cover:

- **Personal belongings** – if there is a fire, theft, or water damage, insurance may cover the cost to replace clothes, furniture, appliances, electronics and other items. This can include loss or damage to personal belongings not located in your rental unit. For example, if your laptop is stolen from your car, your tenant insurance may replace your laptop.
- **Additional living expenses** – if you must move out temporarily because of flood or fire damage, tenant insurance may reimburse you or provide you with money for hotel stays, restaurant meals, and moving costs.
- **Liability** – if you cause harm to another person in your building or if someone is injured in your apartment, insurance may protect you if the person sues you.

Tenant insurance policies vary. Search for the insurance company and policy that best fits your needs.

## Homeowner's Insurance

Your landlord's homeowner insurance protects the building itself. It does not usually cover your personal belongings.

**While You Rent**





# Paying Rent

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You are responsible for paying your rent on time and in full. If you are late paying your rent, your landlord can give you an eviction notice one day after rent is due.

## Late Rent Charges

If your rental agreement states you will be charged a fee for late rent, your landlord can charge you a maximum penalty of 1% of your monthly rent. For example, if your rent is \$1,000 per month, your landlord can charge you a \$10 late fee. Your landlord can only charge you a late fee if your rental agreement includes this condition.

If your landlord says you must pay a late fee, but nothing is mentioned in your agreement, or if the late fee is more than 1% of your monthly rent, you do not have to pay a late fee.

The bank could charge your landlord a fee if you do not have enough money in your bank account when your landlord withdraws your rent. If your landlord has been charged a fee, you are expected to pay them back in addition to any late fee you owe.

# Roommates



The Act sets out the rights and responsibilities of landlords and tenants in Prince Edward Island. It might not apply to tenants living together. How you deal with conflict will depend on the type of agreement you have.

The law about roommates is complex and depends on your situation. Speak to the Rental Office for more information.

## Co-Tenants

Co-tenants share a single rental agreement. If you are a co-tenant, you and the other tenants are equally responsible for ensuring the rent is fully paid on time. Your landlord can evict you if you or one of your co-tenants does not pay rent.

If one of your co-tenants moves out, you may have to sign a new rental agreement. Before leaving, your co-tenant may assign the lease to a new tenant. The landlord must approve the assigning of the lease to the new tenant. If you have concerns about the lease being assigned, speak to your landlord.

If you have a disagreement with a co-tenant, the Act does not protect you and the Rental Office cannot help you.

To protect yourself, consider signing a roommate agreement with your co-tenant or co-tenants. A roommate agreement can help solve disagreements.

### **Head Tenant and Subletters**

In certain rental situations, a tenant is considered a landlord. This happens when one person has a rental agreement with the landlord and is responsible for ensuring that rent is paid each month. This person is called the head tenant. The head tenant sublets rooms to other tenants. These tenants are called subletters. In this situation, the subletter is considered to have a landlord-tenant relationship with the head tenant.

Head tenants and their subletters are protected by the law. If the head tenant is not meeting their duties as a landlord, a subletter may be able to get an order against them through the Rental Office.

### **Rental Units Rented by the Room**

In rental units that are rented by the room, each tenant usually has a separate rental agreement with the landlord. Each tenant is responsible for paying their own rent and is responsible for their own behaviour. In this situation, if one of the tenants is evicted or leaves, it will not affect the other tenants.

Your landlord does not have to tell you when they are renting a room or who they are renting it to.

If you rent a room and have a disagreement with another tenant, you are not protected by the Act and the Rental Office cannot help you directly.

Your landlord may be able to intervene if the other tenant is disturbing your quiet enjoyment of the rental unit, invading your privacy, or threatening your safety. Your landlord has the responsibility to ensure your quiet enjoyment, safety, and privacy in your rental unit. Speak to the Rental Office if your landlord is not fulfilling their responsibility.

When signing the rental agreement with your landlord, consider signing a roommate agreement with the other tenants. A roommate agreement can help solve disagreements.



# Quiet Enjoyment

## Noise

You have the right to quiet enjoyment of your rental unit. This means you have the right to live without unreasonable disruptions. During the day, reasonable noises can be expected, such as children playing outside or music at a reasonable volume. Your right to quiet enjoyment does not mean there will always be silence. At night, for most rental properties, tenants will be expected to maintain quiet.

Your landlord must ensure your right to quiet enjoyment is respected. However, they are only responsible for ensuring their other tenants are not disturbing your quiet enjoyment. They are not able to do anything if your quiet enjoyment is disturbed by someone other than their tenant or their tenant's guest. For example, if there is construction happening across the street.

If another tenant, or one of their guests, is preventing you from enjoying your home, make a written complaint to your landlord. With evidence, including your written statement, your landlord may have the right to evict the disruptive tenant.

If you are worried about your neighbour knowing your identity, ask your landlord to keep your complaint confidential. You may be identified if the case goes to a hearing.





## Behaviour

You have the right to be safe in your rental unit. This includes living free of intimidation, harassment, physical violence, or threats.

If you are in an emergency, contact police immediately by calling 911.

If your landlord is making you feel unsafe or is not doing anything about your safety concerns, contact the Rental Office. You may be able to request an order that your right to safety and quiet enjoyment be respected. Use **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement** to start the hearing process.

If another tenant is making you feel unsafe, make a written complaint to your landlord. Your landlord may have the right to evict the disruptive tenant.

If your landlord is harassing you because of your race, religion, gender, or other protected ground, you may be able to file a complaint with the PEI Human Rights Commission. For more information or to file a complaint, contact the PEI Human Rights Commission.

## Your Responsibilities

You must respect other tenants' rights. If you, or your guests, disrupt the quiet enjoyment, safety, or privacy of other tenants, your landlord can serve you with an eviction notice. Your landlord can evict you after receiving one complaint.

### PEI Human Rights Commission

Phone	902-368-4180
Toll-free	1-800-237-5031
Website	<a href="http://www.peihumanrights.ca">www.peihumanrights.ca</a>

# Privacy

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## Landlord Entry

You have the right to privacy in your rental unit. If your landlord wants to enter your rental unit, they must give you written notice at least 24 hours in advance. The notice must include the date and time your landlord wants to enter. The entry must take place between the hours of 9 a.m. and 9 p.m. The only exception is in an emergency. For example, a water leak.

If you allow your landlord to enter your rental unit without proper written notice, you have given up your right to advanced notice for that visit.

If your landlord has entered your rental unit without giving you proper notice, you can contact the Rental Office to file an application to enforce your rights. Use **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement** to start the hearing process.

## Photos and Videos

Your landlord must have your consent to take pictures inside your rental unit. Your landlord must tell you how the photos will be used.

Your landlord can install surveillance cameras inside or outside their apartment building. Your landlord must post signs and provide their policies on how they will use the recordings. The camera must not video the inside of your apartment.

If you believe your landlord has violated your privacy, contact the Office of the Privacy Commissioner of Canada.

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**Office of the Privacy  
Commissioner of  
Canada**

**Phone**  
1-800-282-1376

**Website**  
[www.priv.gc.ca](http://www.priv.gc.ca)

## Health & Safety

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You have the right to a safe home. Your rental must be safe and kept in a good state of repair.

### **Your Responsibilities**

As a tenant, you are responsible for:

- Keeping your rental unit clean and sanitary.
- Notifying your landlord about any sanitation issues, such as plumbing problems, pest infestations, or any emergency issues, such as fire or flood.
- Ensuring the number of people living in your rental unit is within the legal limits. This will depend on the size of your apartment.



## Your Rights

Tenants have the right to the minimum health standards as explained in the law. You and your landlord must work together to keep your rental unit in a good state of repair.

Some examples of things your landlord must provide are:

- **Heat** – if your agreement includes heat, you have the right to have a temperature of at least 18.3 C (65 F). If you pay for heat separate from your rent, but use your landlord's heating system, your landlord must ensure the equipment is in working condition.
- **Functioning Plumbing** – your plumbing must be working properly. Notify your landlord immediately if the plumbing fails.
- **Prevention or elimination of pest infestations** – your landlord must take proper steps to prevent or eliminate pests.
- **Prevention or elimination of mould** – mould can be dangerous to your health. Talk with your landlord about any large areas of mould in your unit or building.
- **Garbage disposal** – you should be provided with proper garbage disposal.





## Protecting Your Rights

Be proactive. Contact your landlord as soon as you notice a problem. You and your landlord should make a plan to deal with the concern. It is best to contact your landlord in writing when possible. If the situation is serious, you must contact your landlord as soon as possible to prevent further damage. If you do not act quickly to inform your landlord of serious issues with the property, you may be evicted from your rental unit.

If your landlord does not address your concern in a reasonable amount of time, you can contact Environmental Health and request an environmental health inspection.

Environmental Health will make an appointment to inspect your rental unit. After the inspection, Environmental Health will write a letter documenting any health concerns in your unit. They will also make recommendations to your landlord, including a deadline for repairs. This letter will be sent to you, your landlord, and the Rental Office.

Your landlord should work on the recommendations in a timely manner. If your landlord does not complete the recommendations in a reasonable amount of time, you can request an order saying they must. Use **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement** to start the hearing process.

If you file a **Form 2**, a hearing will be scheduled. The hearing may take place in your rental unit as part of an inspection by the Rental Office. The Rental Property Officer may inspect your apartment, hear testimony from you and your landlord, and review any other evidence. During the hearing, present any evidence you have, including written communication with your landlord, the Environmental Health inspection letter, and anything else you think should be included.

The Rental Office will issue an order after the hearing. Read the full order and make sure you understand the requirements for both you and your landlord. Pay attention to any deadlines in the order. If you have any questions about the order, communicate with the Rental Property Officer who issued the order as soon as possible.

### Environmental Health

Phone        902-368-4970  
Toll-free    1-800-958-6400  
Website    [www.princeedwardisland.ca](http://www.princeedwardisland.ca)





**You must pay your rent. You cannot withhold rent from your landlord until the repairs are done.**

## Repairs & Maintenance

### Your Responsibilities

You are responsible for the ordinary cleanliness of your rental unit while living there.

If you or your guests cause damage in your rental unit, you are responsible for the repairs. These repairs must be done in a timely manner. Your landlord can evict you if you do not repair damage in a reasonable timeframe.

You do not have to repair “normal wear and tear”. Normal wear and tear is damage that is expected over time as a result of living in the unit.

### Your Rights

Your landlord must keep the property in a good state of repair and fit for living. Notify your landlord in writing if your rental unit needs repairs. Your landlord is expected to deal with repair and maintenance issues in a timely manner.

If your landlord does not do the repairs in a timely manner, you can apply to the Rental Office to get an order requiring them to do the repairs. Use **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement** to start the hearing process. Compile all evidence related to the repair. This can include pictures and any contact you had with your landlord about the issue.

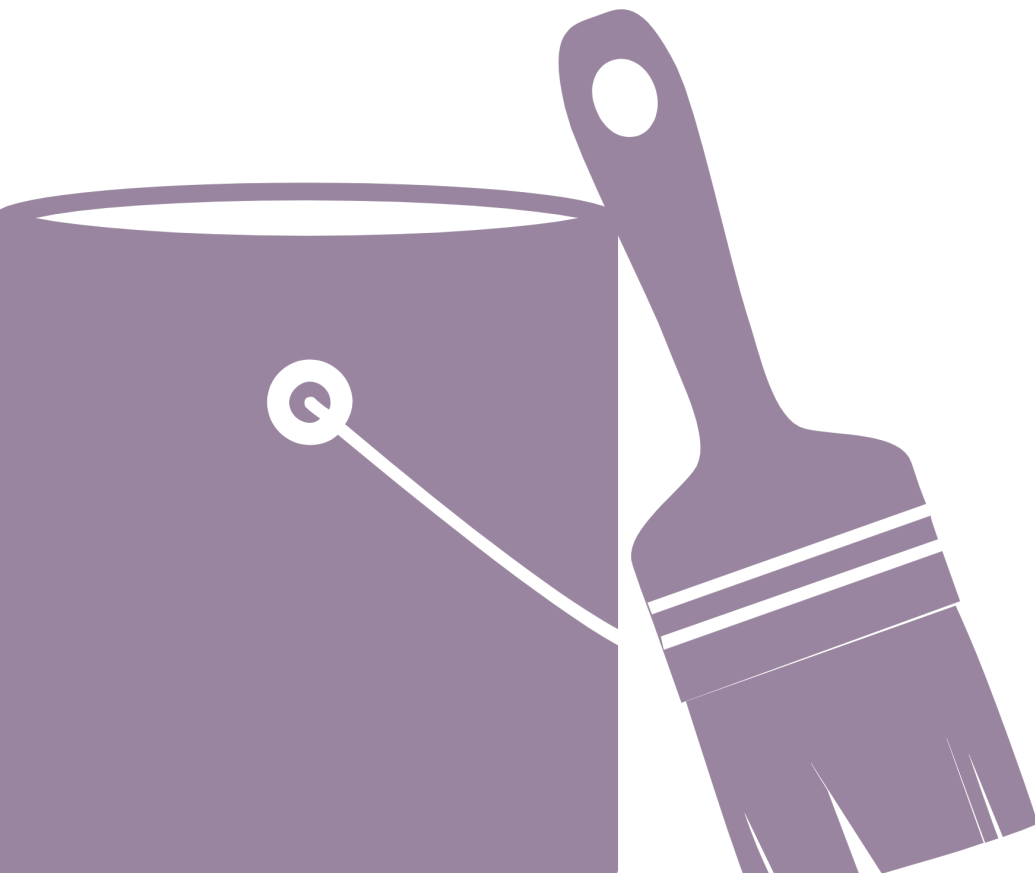
Contact Environmental Health if the repair is related to a health matter, such as heat, mould, or plumbing.



## Decorating Changes

Decorating changes, such as painting or changing the flooring, are not considered repairs. For example, there is no law that requires landlords to paint the unit every time a tenant moves out.

If you wish to make decorating changes while renting, such as painting the walls, you must request permission from your landlord. If you do not get permission or you make changes despite being told no, your landlord can keep your security deposit.





## Rent Increases

Prince Edward Island has a rent control system that provides a set rent increase each year. If your landlord wants to increase your rent beyond the allowable amount, they must apply to the Rental Office for approval. You will be notified of this application.

The amount that landlords can increase the rent each year is decided by the Island Regulatory and Appeals Commission (IRAC). This decision is based on several factors including local vacancy rates, the economic outlook for the province, changes to the Consumer Price Index, and submissions from landlords and tenants.

Each year, tenants and landlords are invited to give their opinion on what the allowable increase should be for the coming year. Check out the Rental Office website for more information: [www.irac.pe.ca/rental/](http://www.irac.pe.ca/rental/).

## Notice Requirements

You must be given proper notice of any rent increase. Written notice for a rent increase must be given to you three months in advance (or three weeks if you pay your rent weekly). For a rent increase of no more than the allowable amount, the rent will increase automatically after the notice period. For an increase that is more than the allowable amount, a hearing must be held. The hearing is to decide whether the increase is allowed or not. You will be given notice of the hearing and the option to attend.

Notice of a rent increase must be given on the proper form: **Form 10 – Notice of Increase in Rent of Residential Premises**. If your landlord wants to increase the rent by more than the allowable amount, they must also give you a **Form 12 - Application by Lessor for Approval of Rent Increase Exceeding Percentage Allowed by Regulation**. Without these forms, the rent increase is not valid.

Your landlord can only increase the rent once per year. For example, if your landlord increases the rent in January, they cannot increase the rent again until January of the next year.

### Reviewing an Allowable Rent Increase

If your landlord gives you notice that they will be increasing the rent, you can ask to have the increase reviewed by the Rental Office. To do so, file a **Form 13 – Application by Lessee for Review of Proposed Rent Increase** within 10 calendar days of receiving the rent increase notice from your landlord. A hearing will be scheduled by the Rental Office once you file the form.

### Rent Increases Beyond the Allowable Amount

Your landlord must apply to increase your rent beyond the allowable amount. Once your landlord applies, a hearing will be scheduled. During the hearing, the Rental Office will consider:

- If the rent increase is necessary for your landlord to not lose money.
- Your landlord's increased operating costs or large expenses, if any.
- Your landlord's expectation to have a reasonable return on their investment.
- The date and amount of the last rent increase.

Your landlord will be asked to fill out **Form 15 – Lessor's Statement of Income and Expenses**. This form includes information about your landlord's income and expenses for your rental unit. It includes information such as rental income, mortgage expenses, heat, water, sewage, electrical expenses, and all maintenance and capital expenses for the property.

If your landlord claims capital expenditures, the Rental Office will review **Form 16 – Capital Expenditures Life Expectancy Chart**.

The Rental Office can approve the complete rent increase, part of the rent increase, or deny the rent increase.



**Rent increases are tied to the rental unit, not the tenant.**



**Your landlord cannot increase your rent during the hearing process.**

### Unlawful Rent Increases

If your landlord increases your rent beyond the allowable amount and does not apply to the Rental Office for the increase, or if they do not follow the rules about allowable increases, the increase is unlawful. If your landlord increased your rent unlawfully, you can apply to the Rental Office to have the extra rent you paid returned to you and your rent corrected. Use **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement** to start the hearing process.

Your landlord cannot increase the rent when a new tenant moves in unless it is an allowable rent increase, or they have made a successful application to the Rental Office for a rent increase above the allowable amount. If you believe your landlord increased your rent unlawfully when you moved in, you can apply to the Rental Office to review your rent and potentially get an order to have the overpaid rent returned to you. Use **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement** to start the hearing process.

If you have signed a fixed term rental agreement, you are expected to pay rent for the full period. If you need to leave before the end of the agreement, or if you need to move out for a short period of time, you may want to sublet or assign your lease.

# Subletting & Assigning

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## Subletting

Subletting is when you temporarily rent your rental unit to another tenant. In this arrangement, you keep your original rental agreement with your landlord. The tenant you rent to is called a subletter. It is a good idea to have the subletter sign a written sublet agreement.

If your subletter causes damage to the rental unit or does not pay the rent, you may be responsible for repairing the damage or paying the rent.

## Assigning

Assigning a lease is when you have someone take over your lease entirely. Once the new person has signed the lease, you are no longer responsible for the rental unit. If the new tenant causes damage to the rental unit or does not pay the rent, the landlord will hold only them responsible.

If you paid a security deposit to your landlord, you should charge the person taking over your rental the same amount of the security deposit. For example, if you paid \$500 to your landlord as a security deposit, you should charge the new tenant \$500. The deposit held by the landlord will be then held for the new tenant.



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**The right to sublet or assign does not apply to subsidized housing or non-profit housing organizations.**



## Landlord Consent

To sublet or assign a lease, you must have your landlord's permission. Your landlord must be reasonable in deciding whether to approve your request. If your landlord says no, they must have a good reason for not approving the subletter or tenant. For example, if the potential subletter or tenant has caused them problems in the past.

Your landlord can charge you for subletting or assigning if they have incurred an expense. For example, if it costs them money to advertise the rental unit.

If your landlord denies your request to sublet or assign your lease you can apply to challenge this decision. Use **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement** to start the hearing process.

After applying, a hearing will be scheduled. Your landlord must explain why they did not approve your request. You can challenge this explanation if you do not agree with it.

If you signed an agreement that says you cannot sublet or assign, you may still be able to, depending on the type of agreement you have. Contact the Rental Office for more information.

## Rental Office

Phone 902-892-3501

Website [www.irac.pe.ca/rental/](http://www.irac.pe.ca/rental/)

# **Tobacco and Cannabis Use**

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Your landlord has the right to not allow smoking on the property, both inside and outside. Your rental agreement should state any rules about smoking. Ask your landlord about their smoking policy.

Your landlord cannot change your rental agreement while you are renting. If your landlord changes the rules about smoking, this will not affect your rental agreement. It will only affect the rental agreement of new tenants.

However, your landlord can make an application to the Rental Office to change your rental agreement. If successful, your rental agreement will change.

## **Vaping**

Vaping is considered a form of smoking. If you have a rental agreement that does not allow you to smoke, this may apply to vaping. Ask your landlord for their policy on vaping.

## **Growing Cannabis**

You must have written permission from your landlord to grow cannabis plants in your rental unit. If you have written permission from your landlord, you can grow a maximum of four cannabis plants. You must make sure that the cannabis plants are locked away from anyone under the age of 19.

Growing cannabis may affect your tenant insurance policy. If you grow cannabis, speak with your insurance provider.

### Medical Cannabis

Generally, the same rules apply to recreational and medical cannabis. Your landlord may have an obligation to accommodate medical cannabis if it is used specifically to treat or manage your disability. However, accommodation does not necessarily mean allowing you to smoke cannabis in your unit or building. Contact the PEI Human Rights Commission for more information.

### Quiet Enjoyment

All tenants have the right to quiet enjoyment of their rental unit. This means the right to live without unreasonable disturbances. You and your guests must respect the quiet enjoyment of other tenants in your building. If your tobacco or cannabis use disrupts other tenants, you may be required to stop, even if your agreement says you can smoke.

If another tenant's smoking is bothering you, speak to your landlord. Your landlord may speak with the tenant.

If another tenant complains to your landlord about your smoking, your landlord could try to evict you for disturbing the quiet enjoyment of others.

### Smoke-Free

If you require a smoke-free building, it's important you speak with your landlord. You have the responsibility to learn the property's smoking policy before renting. If your landlord has a smoking policy that allows others to smoke, it can be difficult for them to change this.

### PEI Human Rights Commission

Phone	902-368-4180
Toll-free	1-800-237-5031
Website	<a href="http://www.peihumanrights.ca">www.peihumanrights.ca</a>



# Property Sales

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Your current landlord cannot evict you solely because the property is for sale.

If the property where you live is sold to a new owner, they are expected to honour existing rental agreements or leases. If your new landlord would like to make changes to your rental agreement, they must make an application to the Rental Office.

If the new owner wants to live in the rental unit or wants their spouse, children, parents or the parents of their spouse to live in the rental unit, you could be evicted. This is only true if your rental is in a building with two or fewer rental units, such as a family home or a duplex.

If your landlord is evicting you because the buyer or their family member is moving in, you must be given notice on **Form 4 – Notice of Termination by Lessor of Rental Agreement**. Your current landlord must indicate on the form that the buyer, their spouse, their children, their parents, or their spouse's parents, wants to live in the property. The buyer must sign a statement of facts, called an affidavit. This affidavit must be given to you with the eviction notice.

You can challenge the eviction by filing **Form 6 – Application by Lessee to Set Aside Notice of Termination**. You must file this form within 20 days. Once you file, a hearing will be scheduled, and the Rental Office will make a decision.

## Security Deposit

If you paid a security deposit to your old landlord, this amount is automatically transferred from your old landlord to your new landlord. Your new landlord will be responsible for returning this to you, with any applicable interest, when you move out.

It is a good idea to confirm your rental agreement, including details of your security deposit, with your new landlord.



# Leaving Your Rental



# Ending a Rental Agreement

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When you decide to end your rental agreement, you must give notice to your landlord. Give your landlord **Form 3 – Notice of Termination by Lessee of Rental Agreement**. Depending on your rental agreement, you must give this notice at least 7 days, 30 days, or 60 days in advance.

If you notify your landlord without **Form 3**, you may have to continue paying rent until you provide the correct notice or until your landlord finds a new tenant to move in. Your landlord must try to re-rent the property as soon as possible.

## Fixed Term Agreement

A fixed term agreement has a clear start date and end date. An example of this type of agreement is a one-year lease. If you have a fixed term agreement, you are expected to pay rent until the end date, unless your landlord agrees to let you out of the agreement.

If the one-year lease isn't ended or renewed after the year has passed, it converts to a month-to-month agreement with the same rules and conditions as the original rental agreement.

If your landlord wants to rent the unit on a year to year basis, this is something you must both agree to before you rent the unit. Your landlord should put this in writing in your rental agreement. Your landlord cannot require you to sign a new fixed term rental agreement after the first agreement has expired unless you agreed to in the beginning. If you did not, your rental agreement automatically converts to a month-to-month agreement once the fixed term expires.

In some situations, your rental agreement will always end on the last day of your lease. For example, if you rent a room in a hotel for the winter, you may have to move out on the last day of your lease. Contact the Rental Office if you are not sure or have questions about your rental agreement.



**If you do not give proper notice to your landlord, you may need to continue paying rent.**

### Leaving at the End of a Fixed Term Agreement

If you plan on moving out on the fixed term agreement's end date, you must give your landlord written notice at least 60 days in advance. For example, if your fixed term agreement ends on April 30th and you plan to move out, you need to give your landlord a **Form 3** on March 2nd or earlier. Giving notice late can result in your landlord charging you rent for not giving enough notice.

**It is important that you use the correct form to give notice: Form 3 – Notice of Termination by Lessee of Rental Agreement.**

You can give your landlord this notice before the 60 days, including as early as when you sign the agreement.

### Ending a Fixed Term Agreement Early

Generally, you cannot end your fixed term agreement before the end date, unless your landlord agrees. Without an approved subletter, you are expected to pay rent for the full time of your lease unless your landlord finds another tenant or agrees to end the lease. If your landlord rents the unit to a new tenant, they are not allowed to also charge you rent for the same time period.

Speak with your landlord as soon as you know you want to leave early. You may be able to develop a plan together to sublet your unit or assign the rental agreement to a new tenant. Your landlord has the right to interview potential subletters or new tenants or take over the process of finding a subletter or new tenant. Your landlord cannot unreasonably withhold their consent to sublet or assign the lease. If your landlord does not allow you to sublet or assign your rental agreement, apply to the Rental Office to get an order to allow you to sublet or assign.

If you end a fixed term rental agreement early and do not find a subletter, you may be responsible for paying rent for the rest of the fixed term agreement. However, your landlord has an obligation to find a new tenant as soon as possible.

If your landlord refuses to fix a significant problem that makes it difficult or impossible for you to live in the rental unit, you may apply to the Rental Office to end your rental agreement early. Applications to end leases early are only granted under extraordinary circumstances. To apply, use **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement**.

## Month-to-Month Agreement

A month-to-month agreement is a rental agreement with no fixed end date. If you have a month-to-month agreement, you must give at least 30 days' notice before moving out. Notice must be given on or before the day that your rent is due if you want to leave the following month. For example, if your rent is due on the first of the month, and you will be moving out on April 30th, you should give your landlord notice on April 1st or earlier.

If you have a week-to-week rental agreement, you must give one week's notice following the same rules.





# Evictions

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Your landlord can only evict you for reasons outlined in the law. We review the reasons below.

A notice of eviction must be on the proper form. Your landlord cannot verbally evict you or order you to leave the premises. Your landlord cannot provide you with a handwritten or typed letter or note evicting you.

## Eviction for Non-Payment of Rent

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Your landlord can serve you an eviction notice if you are late paying your rent. Your landlord can serve the eviction notice one day after your rent is due.

Your landlord must provide the notice on the proper form: **Form 4 – Notice of Termination by Lessor of Rental Agreement**. Reason ‘a’ must be selected.

## What You Can Do

### If you accept the eviction

You must move out by the date noted on the eviction notice. Your landlord must give you at least 20 days to move out.

### If you do not accept the eviction

Pay your rent as soon as possible. If you pay your rent within 10 days, the eviction will become void.

If you are consistently late paying your rent each month, your landlord can apply to end the rental agreement, even if you do make the payment within the 10 days.

### If you do not agree with the eviction notice

You can file a form to have the eviction notice set aside. Setting aside an eviction notice means it's removed. You must file **Form 6 – Application by Lessee to Set Aside Notice of Termination** within 10 calendar days of receiving the eviction notice. A hearing will be scheduled to resolve the matter. During the hearing, your landlord will provide evidence supporting the eviction. You will be able to present your evidence to have the eviction removed.

### Important

Contact your landlord if you are unable to pay your full rent on time. Your landlord may allow you to pay your rent late. If your landlord agrees, make sure to get your landlord's permission in writing to protect yourself.

## Eviction for Breach of a Statutory or Other Condition

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There are certain rules you must follow as a tenant. These rules are outlined in the law and your rental agreement. They are called conditions. Some conditions are statutory, meaning that they are found in the law and must be followed by all tenants. Your landlord can also ask you to follow other conditions if they do not go against the law. If you do not have a rental agreement, you will follow the conditions outlined in the Standard Rental Agreement, along with any verbal agreements you have.

An example of a condition that applies to all tenants is that you or your guests can't interfere with the quiet enjoyment of other tenants.



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**You always have the right to request that an eviction notice is removed.**

## Leaving Your Rental

Other reasons for eviction include:

- If your landlord considers you a threat to the safety of others living in the building.
- If you cause damage to the property beyond “normal wear and tear” and do not fix it within a reasonable time.
- If your landlord finds there are more people living in the rental unit than considered appropriate by Public Health.
- If you sign a rental agreement with a “no pets” clause and have a pet anyway.

Your landlord can give you an eviction notice even if you break a condition only once.

Your landlord must provide the notice on the proper form: **Form 4 – Notice of Termination by Lessor of Rental Agreement**. At least one reason from “b” to “k” must be selected.

### What You Can Do

#### If you accept the eviction

You must move out by the date written on the eviction notice. Your landlord must give you at least 30 days to move out if you pay rent monthly.

#### If you do not accept the eviction

You can apply to the Rental Office to have the eviction set aside. To do so, file **Form 6 – Application by Lessee to Set Aside Notice of Termination** within 10 calendar days of receiving the eviction notice. A hearing will be scheduled to resolve the matter. During the hearing, your landlord will provide evidence about why they are evicting you. You will also be able to present your evidence.



## Eviction for Personal Use, Renovations, Conversion to Non-Residential or Demolition

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Your landlord can evict you if they want to use the rental unit for their personal use, including for themselves, their spouse, their children, their parents, or the parents of their spouse. Your landlord can also evict you for major renovations that can't be done while you are living in the rental unit; for converting the unit to a use other than residential; or to demolish the property.

Your landlord can give you an eviction notice at any point. Your landlord must provide the notice on **Form 4 – Notice of Termination by Lessor of Rental Agreement**. At least one reason from “l” to “o” must be selected.

### What You Can Do

#### If you accept the eviction

You must move out by the date written on the eviction notice. Your landlord must give you at least 60 days to move out.

#### If you do not accept the eviction

You must apply to the Rental Office within 20 calendar days of receiving the eviction notice. Use **Form 6 – Application by Lessee to Set Aside Notice of Termination**. A hearing will be scheduled to resolve the matter. During the hearing, your landlord will give evidence for why they are evicting you. You will be able to present your evidence.





# Security Deposits

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A security deposit is money paid by a tenant to a landlord before moving in. The landlord holds this money in trust for as long as the tenant lives in the rental unit. This money, with applicable interest, is returned to you when you move out if you have:

- Paid your rent and related bills in full.
- Cleaned the apartment adequately.
- Maintained the condition of the property.

Your landlord can keep your security deposit to recover any losses, such as unpaid rent, cleaning bills, or repairs. They cannot keep your security deposit to repair normal wear and tear. Normal wear and tear is damage that is expected over time as a result of living in the unit.

Before you move out, carefully inspect the rental unit with your landlord. Document any damage using the inspection form that was used prior to moving in. Consider taking photos and videos. It is a good idea to do this inspection prior to your official move out time. Your landlord could give you time to address any cleaning or damage that wasn't completed prior to the inspection.

## Returning Your Security Deposit

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### Your Landlord Returns Your Security Deposit

Unless there is a valid reason to keep your security deposit, your landlord must return your security deposit, with interest, within 10 calendar days of leaving your apartment. You can calculate how much the interest should be by using a calculator created by the Rental Office: [www.irac.pe.ca/rental/](http://www.irac.pe.ca/rental/).

### Your Landlord Keeps Your Security Deposit

If your landlord plans to keep all or a portion of your security deposit, they must give you **Form 8 – Notice of Intention to Retain Security Deposit** within 10 days of leaving your apartment. On this form, your landlord must explain why they are keeping your security deposit.

If you disagree with the reasons given by your landlord, you can file **Form 9 – Application Re Determination of Security Deposit** with the Rental Office within 15 calendar days of receiving the notice. You must attach the **Form 8** that was given to you by your landlord.

The Rental Office will ask that your landlord pay the full or remaining amount of the security deposit, as well as interest, to their office within 5 days. The Rental Office will hold the security deposit until there is a hearing.

### Your Landlord Keeps Your Security Deposit

Once you file a **Form 9**, a hearing will be scheduled. You and your landlord will have the opportunity to testify and give evidence about the security deposit. If you filled out an inspection report or took photos or videos, you could provide this information as evidence. You can also have witnesses attend to give evidence to support your case. The Rental Office will make a decision and issue an order to return your security deposit in whole, in part, or not at all.

### Your Landlord Does Not Communicate with You about Your Security Deposit

If your landlord does not return your security deposit or give you a **Form 8** within 10 days of moving out, you can file a **Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement** with the Rental Office. A hearing will be scheduled, and the Rental Office will make a decision.

# Resources



## **Community Legal Information**

902-892-0853

1-800-240-9798

[www.legalinfopei.ca](http://www.legalinfopei.ca)

## **Office of the Director of Residential Rental Property**

902-892-3501

[www.irac.pe.ca/rental](http://www.irac.pe.ca/rental)

## **Human Rights Commission**

902-368-4180

1-800-237-5031

[www.peihumanrights.ca](http://www.peihumanrights.ca)

## **Environmental Health**

902-368-4970

1-800-958-6400

[www.princeedwardisland.ca](http://www.princeedwardisland.ca)

## **Office of the Privacy Commissioner of Canada**

1-800-282-1376

[www.priv.gc.ca](http://www.priv.gc.ca)

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We provide Islanders with understandable and useful information about the law and the justice system in Prince Edward Island. For more information, you can visit our website at **[www.legalinfopei.ca](http://www.legalinfopei.ca)**, e-mail us at **[info@legalinfopei.ca](mailto:info@legalinfopei.ca)** or telephone us at **902-892-0853** or **1-800-240-9798**. You can also find us on Facebook and Twitter.

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