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# Community Legal Information Association of Prince Edward Island, Inc.

## Information for Residential Tenants on PEI

The information in this pamphlet answers a number of frequently asked questions about rental of residential property in Prince Edward Island. If you have questions that are not answered here, please contact CLIA at (902) 892-0853 or [clia@cliapei.ca](mailto:clia@cliapei.ca)

Members of a Housing Co-operative should note that they are not covered by the provisions of the *Rental of Residential Property Act*. Housing Co-op members should consult the *Co-operative Associations Act* and/or contact a co-operative organization for further information and advice.

### **I would like to report my neighbour for noise but am afraid he/she will get mad at me. What is the process for doing this?**

Currently, the *Rental of Residential Property Act* does not provide any mechanism for dealing with this type of problem. Ultimately it is up to your landlord to ensure the “quiet enjoyment” of all his/her tenants. If you feel the noise level of another tenant is preventing you from enjoying your home, you should complain in writing to your landlord. With correct documentation, your landlord does have the right to terminate the rental agreement of a tenant who does not respect other tenants. If you are concerned about your neighbour finding out who made the complaint, you should make your landlord aware of this.

### **My landlord tries to intimidate me. How can I handle this?**

Your landlord has certain rights. However, at no point should these rights infringe on the reasonable enjoyment of your every day life. If you feel your landlord is reacting in a negative way to your behaviour or reasonable requests, you may contact the Director of Residential Rental Property for advice.

### **I have sub-let my apartment. Am I still responsible for the rental agreement? Am I responsible for damage done by the person who sublets from me?**

If you sublet your apartment, you are still responsible for the rental agreement.

When you sublet, it is assumed that you will be returning to the apartment to live after a period of time. If you are in a written, fixed term rental agreement and would like to leave with no plan of returning, look at having your rental agreement assigned. This must be approved by your landlord who must be reasonable in considering your request. You must make your landlord aware of any changes in occupancy within the apartment. If you sublet your apartment and there are damages caused by the new tenant, you are

responsible for the damages. A sublet agreement between you and the person subletting from you is a good idea and will help protect your interests.

**Can my landlord come into my apartment any time he/she wants?**

Your landlord cannot enter your apartment anytime he/she wants. Your landlord must give you written notice at least 24 hours in advance of when they would like to enter your apartment. This written notice must include the date and time your landlord wishes to enter. Entrance must be between the hours of 9 a.m. and 9 p.m. The only exception to this is in the case of an emergency.

**If I am late with my rent, what action can my landlord take against me?**

Your landlord can charge you a maximum penalty of 1% of your monthly rent added on to your regular rent amount. This option applies only to rentals that have this specifically outlined in the written rental agreement. If you are late with your rent, your landlord can serve you with a notice of termination one day after your rent is due. If you pay all rent that is due within 10 days of this notice, the notice becomes void.

**Please note:** This is **not** a grace period. If you are habitually late, your landlord can apply to the Director of Residential Rental Property for termination of your rental agreement. If the Director rules in favour of the landlord, you will be evicted even if you pay the rent owed.

**My landlord wants to know where I work and about any financial assets I have. Can he/she legally ask for this information?**

It is legal for your landlord to ask for this information. It is reasonable for a landlord to want to know if you are able to afford your rent and utilities. If you are not able to provide the landlord with this assurance, it is reasonable for them to ask for a cosigner who can pay the rent and utilities for you if you cannot. If you are not able to provide a co-signer, it is within the landlord's right not to rent to you.

**For what reasons can my landlord evict me?**

There are a number of reasons for which your landlord could evict you.

- If you are late with your rent the landlord may serve you with a notice indicating the termination of your rental agreement one day after the rent is due. From this date you have a minimum of 20 days to move out. If the rent is paid within 10 days of the notice, it becomes void.
- If your landlord considers you a threat to the safety of others living in the building or if you are interfering with the quiet enjoyment of other tenants, you may be evicted.
- If you cause damage to the property other than "normal wear and tear" you may be evicted
- If the landlord finds there are more people living in the unit than considered appropriate by Public Health, you may be evicted.

If you are served with a notice asking you to move out for any of these reasons, you have 30 days to move out.

Also, your landlord has the right to terminate your rental agreement to perform substantial renovations on the apartment **or** to have a member of their own family move in. In this case, you have to be given at least 60 days notice to move out.

**Please note:** Any notice of eviction given to you **must** be on the prescribed forms from the Island Regulatory and Appeals Commission.

If you receive a notice of termination for any reason and do not agree with it, you can make an application to the Director to have the notice set aside. This involves a hearing by the Director followed by a written decision.

**My landlord does not want to offer me a rental agreement, only month to month. Should I insist a rental agreement be signed?**

On Prince Edward Island, many landlords and tenants prefer informal verbal agreements. Although your landlord could offer you a fixed term rental agreement, these offer few additional protections for either of you. All residential tenants on PEI are covered by the rights and responsibilities of the *Rental of Residential Property Act*, whether or not the rental agreement is in writing. Usually, written, fixed term rental agreements are for one year. After the year is up you convert to a month to month agreement under the same terms as the original agreement. At this point the landlord can increase your rent but only within the legal limits. A fixed term rental agreement provides security for the landlord and guarantees one year's rent from you.

If you do not sign an agreement with your landlord but have a verbal agreement, there are still guidelines to your rental. If this is the case then you will follow the standard agreement found within the *Rental of Residential Property Act*.

**What is a security deposit for?**

It is important to know what a security deposit is for and why your landlord wants one. The property you are renting belongs to the landlord and is therefore a long term investment for him or her. It is important that the property stays in good repair and continues to be rentable.

Recently, courts on PEI have ruled that security deposits can be used by the landlord to deal with any liability incurred by the tenant. The term "liability" can mean rent owing, damages to the apartment, or money owing for oil and electricity.

You are responsible for cleaning your apartment before you move out. If you do not do this you could be charged for the cost of the cleaning. This could come out of your security deposit.

If your landlord decides to keep your security deposit, you must be given written notice of this within 10 days of leaving your apartment and it must be on the prescribed form. If the deposit is to be returned to you, it must be returned to you in a timely manner and must include interest accrued on the deposit. The interest rate is calculated using a table provided by the province. Before agreeing to rent a unit, you should inspect the apartment for pre-existing damage. You can take photos. This inspection should be done jointly with your landlord. This process can help prevent future problems.

The maximum amount a landlord can charge for a security deposit is limited by law to an amount equal to your monthly or weekly rent payment. The deposit amount requested cannot be more than your rent.

**Please note:** If your landlord wishes to withhold your security deposit, you **must** be given notice on the prescribed forms from the Island Regulatory and Appeals commission.

**How long do I have to wait for my landlord to do repairs? What if he/she does not do them?**

There is no time frame set out in the legislation to have repairs completed. The *Rental of Residential Property Act* says that landlords must keep the property “in a good state of repair and fit for habitation during the tenancy”. It is unclear exactly what this means. If there are repairs needed to the apartment before you move in and you make the landlord aware of it, the repairs must be done before you move in. If there is a problem with your heat, water, electrical power, gas, appliances, garbage collection, sewers or elevators, the landlord must fix this immediately. If the repair violates a Public Health by-law, it also must be fixed immediately. If the damage in your apartment is caused by you or a guest, you are responsible for the repair.

**What can I do to get my concerns addressed?**

If your apartment needs repairs, **you cannot hold back rent from the landlord until the repairs are done.** If you do, your rent can be considered late and your landlord can evict you. If you have concerns about repairs that are not being done by the landlord, you can make an application asking the Director of Residential & Rental Property to investigate. The form for this can be found at the Island Regulatory & Appeals Commission (<http://www.irac.pe.ca/appeals/rental/>)

**Is there any legal way to get out of a rental agreement?**

There is no legal way for you to get out of your written rental agreement before the fixed term ends. In some circumstances you may be able to make an application to the Director to have your lease terminated. This would only be granted under extraordinary circumstances for example your apartment has become unfit to live in.

Sometimes if you speak with your landlord an agreement can be reached. In this case you should approach your landlord at least 60 days before you wish to leave your apartment. If you and your landlord reach an agreement to terminate the fixed term rental agreement early, this agreement should be in writing and signed by the landlord and the tenant.

If you wish to get out of a written, fixed term rental agreement early, the most effective way would be to find someone to sublet your apartment and have the landlord assign the lease to the new tenant.

For month-to-month or week-to-week rentals, you can end the rental agreement by providing a full month's (monthly rental) or weeks (weekly rental) written notice.

The notice must be received by the landlord before the beginning of the final month or week of your rental. Earlier notice is recommended.

**Can a landlord evict me for having a pet? Can a landlord spy on me to see if I have a pet?**

A landlord can include a “no pets” clause in your rental agreement. If you agree to this by signing the rental agreement, you must abide by this clause. If you do get a pet and the landlord does find out, you may be given time to find another home for the pet. If you do not remove the pet, you could be evicted.

Your landlord cannot spy on you to see if you have a pet. This would be considered an invasion of privacy and would interfere with your right to quiet enjoyment. A landlord usually finds out about a tenant having a pet from another tenant who lodges a complaint.

If you have a pet, or would like to get one, it is recommended you discuss this with your landlord. Making your landlord aware of this situation could help prevent future problems.

A landlord cannot refuse to rent to you if you have an assist animal. If this should happen to you, contact the PEI Human Rights Commission at 902-368-4180 or <http://www.gov.pe.ca/humanrights/>

**If another tenant whom I have complained about continues to be a problem, can I break a rental agreement or move out because of this?**

You cannot break a fixed term rental agreement without proper procedure. If you feel your complaints about a neighbour have not been dealt with properly, you can contact the Director for advice on how to deal with your situation. This step may require you making an application to enforce your rights. If you decide to break a fixed term rental agreement by moving out you could be responsible for rent till the end of the rental agreement. If you are in a month-to-month or week-to-week rental agreement you still have to provide proper 30 days (monthly) or 7 days (weekly) notice **in writing** to the landlord to avoid liability for rent.

**Can a landlord evict me because of noise outside my place even if it is not me or my roommates or my friends that are causing it?**

Your landlord can only evict you for the reasons outlined in question # 7. If you are in no way connected to the noise your landlord cannot evict you.

*This information has been prepared by the Community Legal Information Association of Prince Edward Island, Inc. If you have a legal problem, you need legal advice that this pamphlet does not provide. To get legal advice, contact a lawyer. If you don't know a lawyer, call the Lawyer Referral Service at 892-0853 in the Charlottetown area or 1-800-240-9798 toll-free. The Lawyer Referral Service provides you with a half-hour appointment with a lawyer for \$10 plus tax.*

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