

A Guide for Tenants

Renting on PEI



Contents

Introduction	3	Inspection	32
PEI Rental Law	4	Privacy	33
Human Rights	10	Quiet Enjoyment	34
Personal Information	13	Health and Safety	36
Pets	16	Repairs and Maintenance	39
Services and Facilities	17	Rent Increases	41
Tenancy Agreements	18	Ending a Tenancy Agreement	45
Insurance	22	Subletting and Assigning	48
Paying Rent	23	Evictions	51
Roommates	24	Other types of Evictions	53
Tobacco and Cannabis Use	27	Glossary	57
Security Deposits	29	Support Services	61

Introduction

This publication is for tenants of residential rental properties, including apartments, condominiums, and houses. It explains tenant rights and responsibilities. You may also find this publication useful if you are thinking of renting or getting ready to rent.

This publication is not legal advice, and it does not replace guidance from a lawyer.

This publication was made in collaboration with the Residential Tenancy Office of Prince Edward Island.

About Us

Renting PEI helps PEI tenants and landlords by giving legal information, referrals, and support during the rental hearing process. We also offer separate workshops about tenants' and landlords' rights and responsibilities.

Renting PEI is a project of Community Legal Information. Renting PEI is funded by the PEI Department of Housing, Land and Communities.

Renting PEI

-  www.rentingpei.ca
-  renting@legalinfopei.ca
-  902-940-5368

Community Legal Information

-  www.legalinfopei.ca
-  info@legalinfopei.ca
-  902-892-0853



This publication is not legal advice, and it does not replace guidance from a lawyer.

Renting PEI



Community Legal Information





PEI Rental Law

What are the basics of PEI Rental Law?

A **tenant** is a person who rents a rental unit.

A **rental unit** is a building or part of a building that a tenant rents from a landlord to live in. This includes houses, apartments, suites, or a room. A rental is also called a 'residential premise.'

A **landlord** is the owner of a rental property. A landlord can also mean a person who represents the landlord or helps them with their responsibilities. This person is called an agent.

A **property manager** is a type of agent that works for the landlord. The property manager takes care of and manages rental units. A property manager may be the main person a tenant communicates with. A landlord may give the name and phone number of a property manager and ask you to communicate mainly with them. Even if there is a property manager, landlords must still give their own name and address to tenants in writing.

A **tenancy agreement** is a legal agreement between a landlord and a tenant with required conditions. The landlord is responsible for providing you with a written tenancy agreement.

A **lease** is a written tenancy agreement.

Who does the *Residential Tenancy Act* apply to?

The law that applies to most residential tenancy agreements on PEI is the *Residential Tenancy Act* and its regulations. In this publication, the *Residential Tenancy Act* is called ‘the *Act*’.

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 following the law.

The *Act* applies to people that are in a landlord-tenant relationship. It does not normally apply to roommates. If you have a disagreement with your roommate, the *Act* might not protect you. For more information on roommates and the law, see “Roommates” on page 24.

The *Act* covers most rental housing but 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
- Facilities that provide temporary shelter, such as transition housing
- Group homes
- Short-term tourism rentals where the renter stays for less than two months
- Commercial rentals

If you are not sure if your rental property is covered under the *Act*, contact the Rental Office or talk to a lawyer.

You can find all provincial *Acts* and *Regulations* on the [Government of PEI's website](http://www.princeedwardisland.ca/en/legislation/all/all/a).

Statutes and Regulations

i www.princeedwardisland.ca/en/legislation/all/all/a

What does the Rental Office do?

The Residential Tenancy Office is referred to as the 'Rental Office' in this publication.

The **Rental Office** resolves disputes between PEI tenants and landlords. It also provides information about tenants' and landlords' rights and responsibilities.

The Rental Office:

- Has an administrative tribunal (Rental Court) that holds hearings between tenants and landlords.
- Gives orders about rental disputes.

A **hearing** is a formal meeting about an application where a Rental Officer decides the case.

An **order** is a formal written decision made by a Rental Officer after the case is heard.

The Rental Office only deals with residential rentals covered by the *Residential Tenancy Act*. The Rental Office may not be able to help you if your property is not covered by the *Residential Tenancy Act*.



The Rental Office is part of the Island Regulatory and Appeals Commission (IRAC). The **Island Regulatory and Appeals Commission** is a quasi-judicial tribunal that has legal decision-making authority. It is independent of the provincial government. IRAC is also responsible for setting gas prices and hearing appeals for provincial planning, tax, and rental decisions.

Island Regulatory and Appeals Commission




-  www.iraac.pe.ca
-  appealinquiries@iraac.pe.ca
-  902-892-3501

How can the Rental Office help me?

If you have an issue with your rental unit, or if the landlord is not meeting their legal responsibilities, you can ask the Rental Office to get involved. The Rental Office responds to phone calls, emails, and walk-in clients.

To start the process, file an official form with the Rental Office explaining the issue. You can find the forms on the [Rental Office's website](#) and at IRAC's office. A form can either be a notice or an application.

Rental Office

-  www.peirentaloffice.ca
-  askrental@peirentaloffice.ca
-  902-368-7878



Island Regulatory and Appeals Commission



Rental Office - Forms





What is a notice?

A **notice** is a document that informs of a change in the tenancy agreement. A landlord or tenant can send a notice.

Notices can be about:

- An eviction
- A tenant ending the lease
- A new landlord
- An allowable rent increase

What is an application?

An **application** is a document that asks the Rental Office to settle a dispute. A landlord or tenant can file an application with the Rental Office.

If you file an application with the Rental Office:

- You must give the landlord a copy of the application within five days of filing it with the Rental Office.
- The Rental Office may try to work with you and the landlord to resolve the issue without a hearing.
- The Rental Office may hold a hearing. During a hearing, you must present evidence to support your claim, and the landlord can do the same. An employee of the Rental Office called a Rental Officer, will oversee the hearing, hear the evidence, decide the issue, and provide a written decision called an order.

- If you or your landlord disagree with the Rental Officer's decision about your case, you can file an appeal with IRAC. An **appeal** is when you ask IRAC to review the Rental Officer's order. To start the appeal process, you must file a Notice of Appeal to IRAC within a set period. The Rental Officer's order will tell you the set period.

How do I serve a notice or application?

To **serve** a document means delivering a legal document to someone.

Notices go directly to the landlord or tenant, not to the Rental Office. They can be delivered by mail, e-mail, or in-person. A landlord can also post a notice on a tenant's door.

Applications can be sent to the Rental Office by mail, email or in-person delivery. If a landlord or tenant files an application with the Rental Office, they must serve the other party a copy within five days of making the application. This copy can be sent by mail or email or deliver it in person.

For more information, contact the Rental Office.

Rental Office

- www.peirentaloffice.ca
- askrental@peirentaloffice.ca
- 902-368-7878

Rental Office



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.

Can a landlord refuse to rent to me?

Your landlord cannot refuse to rent to you, harass you, or treat you unfairly because of your:

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



You have the right to equal access to housing without discrimination.




Your landlord also cannot discriminate against you for filing a human rights complaint in the past.

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.

If you have experienced discrimination or are not sure if you have, contact the [PEI Human Rights Commission](https://www.peihumanrights.ca) for more information.

PEI Human Rights Commission

-  www.peihumanrights.ca
-  contact@peihumanrights.ca
-  902-368-4180

What if I have a service animal?

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

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



**PEI Human Rights
Commission**





Can my landlord ask questions about my service animal?

Your landlord may have questions about your service animal. Your landlord can ask:

- If the animal is helping you with a disability.
- What help the animal is trained to give.

Your landlord cannot:

- Ask specific questions about your disability.
- 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.

If you believe a landlord discriminated against you for having a service animal, contact the [PEI Human Rights Commission](#).

Can I have a pet that is not a service animal?

Emotional support animals are animals that provide comfort and companionship but are not specifically trained to help with a disability. They are not considered service animals and are not protected by the *Human Rights Act* in rental situations.

For more information, see “Pets” on page 16.



Personal Information

What personal information can a landlord ask for?

When you apply for a rental unit or before you sign a tenancy agreement, the landlord can ask for some personal information. The *Personal Information Protection and Electronic Documents Act (PIPEDA)* protects your personal information.


The landlord must:

- Have your consent to collect, use, or share your personal information.
- Explain why they need your information.
- Explain how they will store and protect your information, who will be able to access it, and when they will delete it.
- Give you access to any personal information they have about you. You can challenge the accuracy of the information if you do not think the information is correct.
- Only use your information for the reasons it was collected.

If a landlord does not follow these rules, contact the [Office of the Privacy Commissioner of Canada](#).

Office of the Privacy Commissioner of Canada

 www.priv.gc.ca

 1-800-282-1376

Office of the Privacy
Commissioner of Canada



What information does a landlord need for a credit check?

A **credit check** tells the landlord if a tenant has a history paying debts and bills on time or not. They can use this to see if you can pay the rent. The landlord may ask you to provide information for a credit check.

The landlord must have your consent to share your information with a third party. For example, a credit reporting agency.

For a credit check, the landlord needs your:

- Name
- Address
- Date of birth

The landlord might ask for your:

- Driver's license
- Passport
- Employer's name
- Tax information
- Income and expenses

This information is not needed. It may help the landlord get clearer information from the credit check company. It could also help make sure you are not confused with someone with a similar name and date of birth.

You have the right to know:

- Why they need the information.
- Who else will see your information.
- If there is any risk of harm to you.

You can always ask questions and suggest other ways to confirm that you can pay the rent.

Does my landlord need my Social Insurance Number?

No. Your social insurance number (SIN) is a confidential number, and you are not required to provide it to your landlord. 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 ask:

- Why the landlord needs it.
- How it will be used.
- Who it will be shared with.

For more information about sharing personal information when renting, contact the [Office of the Privacy Commissioner of Canada](#).

Office of the Privacy Commissioner of Canada

 www.priv.gc.ca

 1-800-282-1376



Office of the Privacy
Commissioner of Canada





Landlords are not allowed to ask for a pet deposit.

Pets

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

Can my landlord change their pet policy?

After you enter into a tenancy agreement with your landlord, the landlord can only change the conditions of your agreement with your consent, or with the permission of the Rental Office. For example, if your tenancy 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 that says something different.

If your landlord sells the property to a new owner, the new landlord cannot change the conditions of your tenancy agreement, unless they have your consent or the permission of the Rental Office.

How can I find pet-friendly housing?

It can be difficult to find housing that allows pets. Consider providing written references from:

- Past landlords confirming that your pet caused no damage or noise concerns.
- Your trainer confirming that your pet is well-behaved.
- Your veterinarian sharing details of your pet's health record, vaccinations, or checkup schedule.

Services and Facilities

Services and facilities are utilities like heat, water, electricity, and internet. Services can also mean other things that a landlord provides to a tenant, like snow-clearing or parking.

Should services and facilities be included in the rent?

Services and facilities may or may not be included in your rent. Make sure to ask which services and facilities are included in your rent. This information should also be written in your tenancy agreement.

If someone was renting the unit before you, your tenancy agreement should include a section that explains which services and facilities were included in the previous tenant's rent.

If your landlord tries to change which services and facilities are included in the rent, this could be considered an illegal rent increase.

If services or facilities are not included in the rent, research the costs before you move in. Utility companies may require you to pay a deposit in addition to new connection or reconnection fees. The cost of some services and facilities differs with every season. Keep the costs of services and facilities in mind when deciding where to rent.

Tenancy Agreements

A **tenancy agreement** is a legal contract between a tenant and a landlord. Tenancy agreements used to be called rental agreements. In a tenancy agreement, you and the landlord agree to follow a list of rules, called conditions. The landlord is responsible for providing you with a written tenancy agreement.

A **lease** is a written tenancy agreement.

The *Act* has statutory conditions that you and your landlord must follow. Some of these conditions are written in the Standard Tenancy Agreement. You can find the Standard Tenancy Agreement on the [Rental Office's website](#).

Statutory conditions are conditions that apply to all tenancy agreements. They apply even if they are not written in a lease. For example, the tenant is responsible for keeping the unit clean, and the landlord is responsible for keeping the unit in a good state of repair.

What if I didn't sign a lease?

The *Residential Tenancy Act* requires the landlord to provide a written lease. However, many people do not have a written lease. The *Act* still recognizes verbal or implied tenancy agreements. Even if you do not have a written lease, you are still protected by the *Act*, and statutory conditions still apply.

Rental Office – Forms



If you do not have a written copy of your tenancy agreement, you can ask your landlord to provide you with a written copy using [Form 2A – Tenant Application to Determine Dispute](#).

What are the types of tenancy agreements?

There are fixed-term tenancy agreements and periodic tenancy agreements.

A **fixed-term tenancy agreement** is an agreement with a fixed start date and end date. The most common length of time is one year, but it can be shorter or longer. When the initial term ends, the tenancy agreement automatically becomes a month-to-month agreement, unless:

- You and your landlord agree to a new fixed term.
- You both agreed in the lease to sign a new fixed term once the first lease ends.
- One of you takes legal steps to end the tenancy agreement.

A **periodic tenancy agreement** does not include an end date. A periodic tenancy agreement can be month-to-month, week-to-week, or any other period. The agreement continues until:

- You give notice to your landlord that you are leaving.
- Your landlord evicts you for a valid reason. An example of a valid reason is if you do not pay your rent.





What must a tenancy agreement include?

A tenancy agreement must include:

- Your first and last name.
- The landlord's first and last name, address, and contact information.
- The property manager's name, address, and contact information (if your rental has a property manager).
- The address of the rental unit.
- The date the agreement begins.
- The date the agreement ends (if it is a fixed-term agreement).
- If you will be required to sign a new fixed-term agreement once the first term ends (if it is a fixed-term agreement).
- The amount of rent, how often it will be paid, and on what date.
- The amount of rent that was charged to the last tenant (if applicable).
- The services and facilities that are included in the rent.
- The services and facilities that are not included in the rent (for example, if you must pay for heat).
- The services and facilities your landlord provided to the last tenant (if applicable).
- The security deposit amount (if the landlord requires one).
- Your signature, your landlord's signature, and the date you both signed the agreement.

Can my landlord include any conditions in the tenancy agreement?

Your landlord can include conditions in the tenancy agreement before you both sign it. The conditions that you and your landlord add to the agreement must not contradict the *Act*. If any condition of the agreement contradicts the *Act* or any other law, that condition is not enforceable.

Your landlord may add conditions like ‘no pets’ or ‘no smoking inside the unit’ to a tenancy agreement. A ‘no pets’ condition does not include service animals. For more information about service animals, see pages 11 and 12.

Can my landlord change a condition in my tenancy agreement after we agree to it?

Your landlord cannot simply change the conditions of your tenancy agreement after it is signed. If you or your landlord would like to change a condition of your tenancy agreement, you must both agree to the change. It is a good idea to keep a written record of any changes you and your landlord make to the agreement.



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

Insurance

Tenant insurance is insurance a tenant buys that protects them and their belongings in case of flood, fire, theft, etc.

Do I have to get tenant insurance?

Tenant insurance is not legally required on PEI. Some landlords may require you to have it. If you sign a lease that says you will purchase tenant insurance and you do not, you could be evicted for breaking a condition of the lease.

What does tenant insurance cover?

Most tenant insurance policies cover:

- Personal belongings. If there is a fire, theft, or water damage, insurance may cover the cost of replacing clothes, furniture, appliances, electronics and more. This can include personal belongings not in your rental unit. For example, tenant insurance may replace your laptop if it is stolen from your car.
- Additional living expenses. For example, if you must move out temporarily because of flood or fire damage, tenant insurance may cover hotel stays, meals, and moving costs.
- Liability. For example, if you cause harm to someone in your building or your apartment, insurance may protect you if the person sues you.

What is homeowner's insurance?

Homeowner's insurance is insurance that the homeowner or landlord gets that protects the building itself. It does not protect your personal belongings.

Paying Rent

Can my landlord evict me for not paying rent on time?

Yes. You are responsible for paying your full rent on the day listed in your tenancy agreement. If you are late paying your rent, your landlord can give you an eviction notice one day after rent is due.

When can my landlord charge me a fee for late rent?

If there is not enough money in your account when your landlord withdraws your rent, the bank could charge your landlord a non-sufficient funds (NSF) fee. If your landlord was charged a fee, you should pay them back as soon as possible.





Roommates

The *Residential Tenancy Act* states the rights and responsibilities of PEI landlords and tenants. In general, it does not cover how roommates should live together. How you deal with conflict will depend on the type of agreement you have with your roommate(s).

Co-tenants

Co-tenants are tenants who share a single tenancy agreement. Both of their names are on the tenancy agreement. If you are a co-tenant, you and the other tenants are equally responsible for paying the rent in full and on time. Your landlord can evict you if you or one of your co-tenants does not pay rent or is breaking a term of your agreement.

If a co-tenant wants to move out, you may be required to sign a new lease agreement if you want to stay in the unit.

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. A **roommate agreement** is a formal agreement between roommates that sets out expectations and responsibilities of individual roommates. A roommate agreement could help solve disagreements.

Subletters

Subletting is when a tenant rents their rental unit or part of their rental to another person.

The **subletter** is a person who rents a unit or part of a unit from the original tenant, and whose name is not on the lease. The subletter has a landlord-tenant relationship with the original tenant. For example, if a subletter damages the unit, they would answer to the original tenant, and the original tenant would answer to the landlord.

If you have a disagreement with a subletter or with the person you are subletting from, the *Act* may not protect you, and the Rental Office may not be able to help you. To protect yourself, consider signing a sublet agreement. A **sublet agreement** is a formal agreement between a tenant and a subletter that sets out expectations and responsibilities. A sublet agreement could help solve disagreements.

To read more about subletting, see “Subletting and Assigning” on page 48.

What if I am renting a room?

In rental units that are rented by the room, each tenant usually has a separate tenancy agreement with the landlord. Each tenant is responsible for paying their own rent and for their own behaviour. In this situation, if a tenant is evicted or leaves, it does 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, the *Act* may not protect you, and the Rental Office may not be able to help you.


Your landlord may be able to intervene if another tenant is disturbing your quiet enjoyment of the rental unit, invading your privacy, or threatening your safety. **Quiet enjoyment** is your right to live without unreasonable disruptions.

Your landlord is responsible for ensuring your quiet enjoyment, safety, and privacy in your rental unit. Speak to the Rental Office if your landlord is not fulfilling their responsibility.

Rental Office

 www.peirentaloffice.ca

 askrental@peirentaloffice.ca

 902-368-7878

Rental Office



Tobacco and Cannabis Use

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

Can I vape in a non-smoking rental unit?

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

Can I grow cannabis in my rental unit?

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. The cannabis plants must be 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.





What about cannabis for medical use?

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.

Can I be evicted for smoking?

All tenants have the right to quiet enjoyment of their rental unit. **Quiet enjoyment** means the right to live without unreasonable disruptions. You and your guests must respect the quiet enjoyment of other tenants in your building. If your smoking disrupts other tenants, your landlord could evict you for disturbing the quiet enjoyment of others, even if your agreement says you can smoke.

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




What if I need a smoke-free building?

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

PEI Human Rights
Commission



PEI Human Rights Commission

-  www.peihumanrights.ca
-  contact@peihumanrights.ca
-  902-368-4180

Security Deposits

A **security deposit** is money paid by a tenant and held in trust by the landlord during the tenancy agreement.

A security deposit must be:

- No more than one month's rent.
- Held in trust until the tenant moves out.

For example, if the monthly rent is \$750 a month, your landlord can ask for a maximum security deposit of \$750. If you have a weekly tenancy agreement, it cannot be more than one week's rent. You should not pay a security deposit before signing your tenancy agreement.

Your potential landlord cannot ask for:

- Key money
- A deposit to hold the rental unit
- A pet deposit
- First and last month's rent

What if my security deposit was more than one month's rent?

If you were charged a security deposit that was more than one month's rent, and you still live in the unit, you can apply to the Rental Office to have this money returned to you. Use [Form 2A – Tenant Application to Determine Dispute](#) to apply.

Rental Office – Forms





If you agree to let your landlord keep your deposit, the Rental Office does not need to be involved.

When should my landlord return my security deposit?

At the end of your stay, your landlord must return the security deposit (plus interest) if you have:

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

Use the [Rental Office's calculator](#) to calculate how much interest you are owed.

Interest Rate Calculator

i www.peirentaloffice.ca/security-deposits/interest-rate-calculator/

What if my landlord keeps my security deposit?

Your landlord can keep all or part of your security deposit to recover any losses. Losses can be things like 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.

If your landlord wants to keep all or a part of your security deposit, they can ask you to let them keep your deposit. You may agree. If you do not agree with the landlord keeping the security deposit, your landlord must ask the Rental Office for permission.

Rental Office – Interest Rate Calculator



To do this, they must:

- Apply to the Rental Office to claim all or part of the deposit. They must do this within 15 days of the day your lease ends. For example, if your lease ends on the last day of the month, your landlord must make a claim before the 15th of the month.
- Give you a copy of the application within five days of applying.

The Rental Office will hold a hearing to see if your landlord's claim is legitimate. You and the landlord will be invited to the hearing.

In the hearing, you can:

- Use photos, videos, or an inspection report as evidence.
- Invite witnesses to give evidence to support your case.

The Rental Office will decide and issue an order to return your security deposit in whole, in part, or not at all. Your landlord cannot keep your security deposit without your written consent or permission from the Rental Office.

What if my landlord does not communicate with me about my security deposit?

If your landlord does not return your security deposit or make an official claim to keep it within 15 days of the end of your lease, you can file [Form 2A](#) with the Rental Office. The Rental Office will schedule a hearing. The Rental Office may order your landlord to pay you double the amount of your security deposit.





Your landlord is legally required to inspect the rental unit with you before you move in and before you move out.

Rental Office – Forms



Inspection

When should I inspect the rental unit?

Before you move in, inspect the unit carefully with the landlord. This ensures you both agree on any pre-existing damage. Inspections may protect you later against claims that you have caused damage when you move out.

Your landlord must provide two reasonable opportunities to do the inspection. During the 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. Consider taking photos and videos.
- Help your landlord complete the inspection report using a [Form 5 – Landlord Condition Inspection Report](#). You must both sign off on the report.

Your landlord is responsible for providing and filling out the inspection report. They must give you a copy as soon as possible. If any damage goes unnoticed during the inspection, your landlord may assume you caused it and use your security deposit to repair it after you move out.

It is a good idea to inspect the unit before your official move-out time. Your landlord could give you time to fix damage that needs to be done before the final inspection.

On the day you move out, you and your landlord must do a final inspection using [Form 5](#). You can use the notes and photos from the first inspection as a reference. You should acknowledge any damage you have caused.

Privacy

Can my landlord enter my rental unit?

If your landlord wants to enter your rental unit:

- They must give you at least 24 hours' written notice.
- The notice must have the date and time your landlord wants to enter the unit.
- They can only enter between 9 a.m. and 9 p.m.
- The only exception is in an emergency (a water leak, for example).

Your landlord can let a real estate agent appraise your unit or show it to potential buyers. Your landlord must give you:

- Written permission on behalf of the agent, and
- Written notice 24 hours in advance.

If your landlord enters your rental unit without giving you proper notice, you can use [Form 2A](#) to file an application with the Rental Office to enforce your rights.

Can my landlord take photos or videos of my rental unit?

Your landlord must have your permission to take pictures or videos inside your unit and tell you how they will use them. Landlords can install surveillance cameras in common spaces, inside or outside the building. They must post signs and provide policies on how they will use the recordings. The camera must not record the inside of your unit.



You have the right to privacy in your rental unit. If your landlord violated your privacy, contact the Office of the Privacy Commissioner of Canada.

Office of the Privacy
Commissioner of Canada



Rental Office - Forms



Quiet Enjoyment

You have the right to quiet enjoyment of your rental unit.

Quiet enjoyment means you have the right to live without unreasonable disruptions.

What if my neighbours are disrupting my quiet enjoyment?

During the day, reasonable noises can be expected (for example, children playing outside or music at a reasonable volume). Your right to quiet enjoyment does not mean silence all the time. At night, tenants at most rental properties are expected to be quiet.

Your landlord must make sure your right to quiet enjoyment is respected. Landlords are only responsible for ensuring their other tenants or their tenants' guests are not disturbing your quiet enjoyment. They can't do anything if your quiet enjoyment is disturbed by something else (for example, if there is construction happening across the street).

If another tenant or one of their guests is stopping you from enjoying your home, write a complaint to your landlord. Your landlord may have the right to evict the disruptive tenant with your written statement and evidence.

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.

What if I feel unsafe?

You have the right to feel safe in your rental unit. This includes living without intimidation, harassment, physical violence, or threats.

If you are in an emergency, call 911.

If your landlord makes you feel unsafe or is not doing anything about your safety concerns, contact the Rental Office. You can ask for an order that your right to safety and quiet enjoyment be respected. Use [Form 2A](#) to ask for a hearing.


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

If your landlord is harassing you because of your race, religion, gender, etc., you can file a complaint with the PEI Human Rights Commission. Contact the PEI Human Rights Commission for more information.

PEI Human Rights Commission

 www.peihumanrights.ca

 contact@peihumanrights.ca

 902-368-4180

Can I be evicted for disrupting other tenants?

Yes. 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.

PEI Human Rights
Commission





Health and Safety

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

As a tenant, you are responsible for:

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

What minimum health standards must my landlord follow?

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 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.
- Functional Plumbing: Your plumbing must be working properly. Notify your landlord immediately if the plumbing breaks.

- 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: There should be proper garbage disposal on site.

What should I do if there is a problem with my rental unit?

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

If your landlord does not address your concern in a reasonable 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.
- Make recommendations to you and your landlord.
- Include a deadline for repairs.
- Send the letter 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 through the Rental Office. Use [Form 2A](#) to start the hearing process.

The Rental Officer may:

- Inspect your apartment.
- Hear testimony from you and your landlord.
- Review any other evidence.

During the hearing, present any evidence you have, including:


- Written communication with your landlord.
- The Environmental Health inspection letter.
- Anything else you think should be included.


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

Rental Office - Forms



Environmental Health

 www.princeedwardisland.ca/en/information/health-and-wellness/rental-accommodations-program

 902-368-4970; 1-800-958-6400

Environmental Health



Repairs and Maintenance

What am I responsible for?

You must keep the rental unit clean.

If you or your guests damage your rental unit, you are responsible for the repairs. 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.

What is my landlord responsible for?

Your landlord must keep the property in a good state of repair. Tell 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 repair the unit in a timely manner, you can apply to the Rental Office to get an order requiring them to repair it. Use [Form 2A](#) to apply for a hearing. Collect all evidence about the repair. This can include pictures and any communication you had with your landlord about the problem.

Contact Environmental Health if the repair is about a health matter (for example, issues with heat, mould, or plumbing).



Rental Office - Forms





Can I decorate my rental unit?

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

If you want to make decorating changes while renting, such as painting the walls, you must ask permission from your landlord. If you make changes without your landlord's permission, your landlord may keep your security deposit.

Rent Increases

What are the rules for increasing rent?

Landlords can only increase a unit's rent once every 12 months. If your landlord wants to increase your rent, they must:

- Give you three months' written notice of any rent increase using [Form 8 – Tenant Notice of Annual Allowable Rent Increase](#).
- Only increase the rent once in a 12-month period, even if a new tenant moves in.
- Only increase the rent by the allowable amount or less. To see this year's allowable amount, visit the [Rental Office's website](#).
- Apply to the Rental Office for permission to increase the rent by more than the allowable amount.

What is the maximum allowable increase?

Each year, the Rental Office sets a maximum allowable rent increase. Landlords may increase rent once every 12 months according to the allowable rent increase. In 2024, for example, landlords on PEI are allowed to increase rent by 3% on all rental units, heated or unheated.

For example, if you were renting a unit for \$1,000 a month in 2023, your landlord could only increase rent to \$1030 in 2024. The landlord could not increase the rent again for 12 months. This applies even if a new tenant moves in.

Rental Office – Forms



Rental Office – Rent Increases



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.

How is the maximum allowable increase decided?

The Director of the Rental Office sets the annual allowable rent increase each year based on factors set out in the *Act* which include:

- Changes to housing-related expenses
- The Consumer Price Index
- Written feedback from landlords and tenants.

What if my landlord increases rent beyond the allowable amount?

Your landlord must apply for permission from the Rental Office to increase your rent beyond the allowable amount. For 2024, applications beyond the allowable amount are capped at an additional 3%.

To apply for a rent increase more than the allowable amount, your landlord must apply to the Rental Office using [Form 9 – Landlord Application to Request Additional Rent Increase](#). The Rental Office will schedule a hearing to hear your landlord's case. Your landlord must give you a copy of the application within five days of applying. You will automatically be invited to attend the hearing and have the chance to contest your landlord's evidence.

Rental Office – Forms



Before the hearing, your landlord will need to submit [Form 10 – Landlord Statement of Income and Expenses](#). This form includes information about their income and expenses for your rental unit. This information will be used as evidence during your hearing, and will include information about your landlord's:

- Rental income
- Mortgage expenses
- Heat, water, sewage, and electrical expenses
- Maintenance and management fees
- Capital expenses for the property

During the hearing, the Rental Office will consider:

- The rent history.
- 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.

The Rental Office may approve the rent increase, approve part of the increase, or deny the increase. You or the landlord have the right to appeal the decision within 20 calendar days.

Your landlord can't charge you the increased rent while you are going through this process. They must wait for the Rental Office to decide.



Rental Office – Forms



What if my landlord increased the rent when I moved in as a new tenant?

On PEI, rent is tied to the unit, not the tenant. Your landlord cannot increase the rent when a new tenant moves in unless:

- The rent has not been increased for 12 months, and
- It is an allowable rent increase, or
- They made a successful application to the Rental Office for a rent increase above the allowable amount.

How can the Rental Office help me if my landlord unlawfully increases the rent?

The landlord has unlawfully increased your rent if they:

- Increased your rent beyond the allowable amount without applying to the Rental Office, or
- Increased the rent for your unit more than once in 12 months, or
- Did not follow the rules for allowable increases.

You can ask the Rental Office to review your rent increase by using [Form 2A](#).

The Rental Office will schedule a hearing. You and the landlord can submit evidence before the hearing. You will both be invited to attend. If the Rental Office finds that the rent increase was illegal, you may have your rent corrected and have the extra rent you paid returned to you.



Ending a Tenancy Agreement

How do I end my periodic tenancy agreement?

If you want to end your periodic tenancy agreement, you must notify your landlord in writing using [Form 3 – Tenant Notice of Termination](#). Depending on your tenancy agreement, you must notify them at least:

- Seven days in advance for a week-to-week agreement, or
- One month in advance for a month-to-month agreement.

You must always give notice before the day the rent is due. For example, if your rent is due on the first day of the month, and you will be moving out on April 30th, you must give your landlord notice on March 31st or before.

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

If you notify your landlord without [Form 3](#), you may have to continue paying rent until:

- You provide the correct notice or,
- Your landlord finds a new tenant to move in. Your landlord must try to rent the property to a new tenant as soon as possible.

Rental Office – Forms



What if I have a fixed-term agreement?

If you have a fixed-term tenancy agreement, you are expected to pay rent until the end date, unless your landlord agrees to let you out of the agreement. At the end of the fixed term, if the agreement is not ended or renewed, it becomes a month-to-month agreement with the same conditions.

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. See “Subletting and Assigning” for more information on page 48.

Your landlord can't require you to sign a new fixed-term tenancy agreement after the first agreement ends unless you both agreed to it in your lease. Fixed-term tenancy agreements become month-to-month agreements when they end, unless:

- The unit is a short-term tourism rental property registered under the *Tourism Industry Act*.
- Your lease agreement includes a clause that you must renew the fixed term before the lease ends.

What if I want to move out at the end of my fixed-term agreement?

If you want to move out at the end of your fixed-term agreement, you must:

- Give your landlord written notice at least one month in advance of the end of the fixed term.
- Use [Form 3](#) to give them notice.

Rental Office – Forms



What if want to move out before my fixed-term agreement ends?

You may be able to move out of your unit early if:

- You and your landlord both agree to break the fixed-term agreement.
- You sublet or assign your lease to another person.

For more information, see “Subletting and Assigning” on page 48.

Some reasons to end a fixed-term lease early could be:

- Your landlord refuses to fix a problem that makes it difficult or impossible for you to live in the unit.
- You or another tenant is a victim of family violence.
- A landlord discriminated against you or another tenant.
- You can no longer stay in the unit due to illness, disability, or other health reasons.

Use [Form 2A](#) to apply to the Rental Office to end your lease early. The Rental Office only grants these applications under extraordinary circumstances. You may have to provide certain types of evidence. Contact the [Rental Office](#) for more information.

Can I leave without giving notice?

No. If you end a fixed-term lease early and do not sublet or assign your lease, you may have to pay rent until your landlord can find a tenant. Your landlord must find a new tenant as soon as possible.



Generally, you cannot move out of your unit before your fixed-term agreement ends. There are a few exceptions.

Rental Office





Subletting and Assigning

What is subletting?

Subletting is when a tenant rents their rental unit or part of their rental to another person.

The **subletter** is a person who rents a unit or part of a unit from the original tenant, and whose name is not on the lease. The subletter has a landlord-tenant relationship with the original tenant. For example, if a subletter damaged the unit, they would answer to the original tenant, and the original tenant would answer to the landlord.

If you sublet your unit, you and the landlord stay in a tenancy agreement. The subletter should give you rent to pay to the landlord. Your landlord should continue to hold your damage deposit for you.

Depending on the situation, subletting arrangements may look very different. In some cases, the original tenant may rent out the entire rental unit to a subletter for a set period. In other cases, the original tenant may also choose to live in the house and rent out individual rooms to subletters.

If you decide to sublet your entire unit, you are not allowed to charge the subletter more money than you pay to rent the unit. If you sublet rooms in your unit, you must split the cost of rent equally between everyone who lives in the unit or come to a different agreement that works for everyone.

You can ask the subletter to pay a security deposit at the start of your agreement. This can be up to one month's rent.

What if the subletter causes damage or does not pay rent?

You are responsible for making sure the subletter follows the conditions of the tenancy agreement. If the subletter breaks a condition of the tenancy agreement or if you miss a rent payment, the landlord may serve you with an eviction notice. If the landlord evicts you, the subletter will also be evicted.

What is assigning?

Assigning is when a new tenant takes over your tenancy agreement. Assigning is also called ‘signing over a lease.’ If you assign your tenancy agreement to a new tenant, the new tenant takes over all your responsibilities to the landlord. Once you assign your unit, you are no longer responsible for the unit.

If you want to move out and you have co-tenants, you can choose to assign your lease. In this case, your roommates may not need to sign a new lease agreement.

What happens to my security deposit when I assign my lease?

The tenant taking over your lease should pay you the same amount of security deposit that you paid your landlord. The landlord holds the deposit for the new tenant. For example, if you paid your landlord a \$500 security deposit, you should charge the new tenant \$500.



The right to sublet or assign your rental unit may not apply to subsidized housing or non-profit housing organizations.

Do I need my landlord's permission to sublet or assign?

Yes. You must have your landlord's written permission to sublet or assign your lease. Your landlord must be reasonable when deciding to approve your request or not.

If your landlord says no, they must have a good reason for not approving the subletter or new tenant. For example, if the subletter or new tenant has caused problems for them in the past.

Your landlord may be able to charge you for subletting or assigning your unit if it increases their expenses (if they pay to advertise the rental unit, for example).

If your landlord says no to your request to sublet or assign your lease, you can apply to challenge their decision using [Form 2A](#). After you apply, the Rental Office will schedule a hearing. At the hearing:

- Your landlord must explain why they did not approve your request.
- You can challenge their explanation if you disagree.

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



Rental Office - Forms



Rental Office



Rental Office

-  www.peirentaloffice.ca
-  askrental@peirentaloffice.ca
-  902-368-7878

Evictions

There are two types of evictions:

- **Eviction for cause** is when a landlord evicts a tenant for breaking the terms of their tenancy agreement.
- All other evictions are when a landlord evicts a tenant for a specific reason. Reasons could include renovations, demolition, selling the unit, or the landlord wanting to move into the unit.

The Rental Office treats different types of evictions differently and requires your landlord to give you different periods of notice.

Evictions are also sometimes called ‘notices of termination.’

Evictions for Cause

Your landlord can evict you if you break a condition of your tenancy agreement. Reasons could be:

- Not paying your rent on time or in full.
- Subletting your unit without your landlord’s permission.
- Disturbing other tenants unnecessarily.
- Breaking any other condition of your tenancy agreement or a condition in the *Act*.

Your landlord can give you an eviction notice for cause at any time. They must use [Form 4A – Eviction Notice](#).





What happens if I get an eviction notice for not paying rent?

If you do not pay your rent by the agreed-upon date, your landlord can give you an eviction notice the following day. Once you get the eviction notice:

- You have 10 days to pay the full amount of rent. If you do, the eviction is void.
- If you do not pay the rent, you must move out by the date written on the eviction notice.
- Your landlord must give you at least 20 days to move out from the day you receive the notice.
- You can use [Form 2A](#) to dispute the eviction notice. You have 10 days to dispute an eviction for cause.

What happens if I get an eviction notice for breaking other terms of my agreement?

If the landlord gives you an eviction notice for breaking other terms of your agreement:

- You must move out by the date written on the eviction notice.
- Your landlord must give you one month to move out from the day you receive the notice.
- You can use [Form 2A](#) to dispute the eviction. You have 10 days to dispute an eviction for cause.



Other types of Evictions

If you didn't break a term of your tenancy agreement, your landlord can only evict you for specific reasons. Your landlord must use a [Form 4B](#) for these types of evictions.

If you receive a [Form 4B](#), you can move out any time within the notice period, but you must give your landlord at least 10 days' notice. This is true even if you are in a fixed-term agreement. This can be helpful for finding a new rental.

Own-use evictions

An **own-use eviction** is when a landlord evicts the tenant because they or their family will be moving into the unit. If your landlord or their family wants to move into the unit, they are allowed to evict you.

In an own-use eviction, your landlord must:

- Give you at least four months' notice from the day you pay rent.
- Respect your fixed-term agreement if you have one. A landlord cannot evict you for own use before your fixed-term agreement ends.
- Live in the unit for at least a year. If they do not, it could be considered a bad faith eviction.
- Compensate you for one month's rent plus eligible moving expenses. They must pay you this before you move out.

You have one month to dispute an own-use eviction. Use [Form 2A](#) to dispute this eviction.

Rental Office - Forms



Sale of Unit

Your landlord cannot evict you just because they are selling your unit. If the property where you live is sold to a buyer, the buyer becomes your new landlord. The buyer must honour any existing tenancy agreements.

Your current landlord is responsible for:

- Providing the buyer with a copy of your tenancy agreement.
- Transferring your damage deposit and any interest to the buyer.

It is a good idea to confirm the details of your tenancy agreement and damage deposit with the buyer.

If a buyer and/or their family wants to live in the rental unit, your current landlord can evict you on behalf of the buyer. This type of eviction only applies if your rental is in a building with fewer than three rental units (for example, a family home or a duplex).

In an eviction for sale of a unit:

- Your landlord must give you at least two months' notice if the buyer is moving in, or four months' notice if a member of the buyer's family is moving in.
- Your landlord must respect your fixed-term agreement if you have one. A landlord cannot evict you for the sale of a unit before your fixed-term agreement ends.

- The buyer must sign an affidavit. The buyer or current landlord must give it to you with the eviction notice. An **affidavit** is a written, sworn, and signed statement that states evidence and facts. This affidavit must show that the buyer/their family swear that they will live in the unit for at least one year. If they don't, it could be considered a bad faith eviction. The buyer must respect your fixed-term agreement if you have one.
- Your current landlord must compensate you one month's rent plus eligible moving expenses. They must pay you before you move out.
- You can use [Form 2A](#). You have one month to dispute this type of eviction.

Renovations, Conversions, and Demolitions

If your landlord wants to demolish, convert, or renovate the unit, they may be able to evict you. Your landlord must:

- Have all the necessary building permits before giving you an eviction notice. The work must be approved by the Rental Office.
- Give you at least six months' notice from the day they receive approval from the Rental Office.
- Respect your fixed-term agreement if you have one. A landlord cannot evict you for renovations, conversions, or demolitions before your fixed-term agreement ends.

Compensate you one month's rent plus eligible moving expenses. They must pay you this before you move out. You can use a [Form 2A](#). You have one month to dispute this type of eviction.





Bad Faith Eviction

A **bad faith eviction** is when your landlord evicts you for a purpose but does not use the unit for that purpose. For example, if you are evicted for own use, but the landlord or their family member does not move in, this would be a bad faith eviction.

If you are evicted illegally, you can apply to the Rental Office to determine if you were evicted in bad faith or not.

If the Rental Office determines that the eviction was in bad faith, they may order your landlord to compensate you for the eviction. This may include moving and storage costs.

Use [Form 2A](#) to apply for a determination of a bad faith eviction.

Glossary

Affidavit

A written, sworn, and signed statement that states evidence and facts.

Appeal

Asking the Island Regulatory and Appeals Commission (IRAC) to review an order from The Residential Tenancy Office.

Application

A document that asks the Rental Office to settle a dispute. A landlord or tenant can file an application.

Assigning

When a new tenant takes over a tenancy agreement from the previous tenant. It is also called ‘signing over a lease.’

Bad faith eviction

When a landlord evicts a tenant for a purpose but does not use the unit for that purpose. For example, if you are evicted for own use, but the landlord or their family member does not move in.

Co-tenants

Tenants who share one tenancy agreement and are equally responsible for paying the rent.

Credit check

A way to verify if someone pays their bills and debts on time or not.

Discrimination

Treating someone unfairly because of their identity, beliefs, or background.

Emotional support animal

An animal that provides comfort and companionship but is not trained to help with a disability.

Eviction for cause

When a landlord evicts a tenant for breaking the terms of their tenancy agreement.

Fixed-term tenancy agreement

A tenancy agreement with a start date and end date.

Hearing

A formal meeting about an application where a Rental Officer decides the case.

Homeowner's insurance

Insurance that protects the building itself. It does not protect tenants' belongings.

Island Regulatory and Appeals Commission (IRAC)

A quasi-judicial tribunal that has legal decision-making authority. It is independent of the provincial government.

Landlord

The owner of a rental property.

Lease

A written tenancy agreement.

Normal wear and tear

Damage that is expected over time because of living in a rental unit.

Notice

A document that informs of a change in the tenancy agreement. A landlord or tenant can send a notice.

Order

A formal document that contains a Rental Officer's binding decision on a case.

Own-use eviction

When a landlord evicts a tenant because they or their family will be moving into the unit.

Periodic tenancy agreement

A tenancy agreement with no end date. It can be month-to-month, week-to-week, or any other period.

Property manager

A type of agent who works for the landlord. They take care of and manage a rental property.

Quiet enjoyment

A tenant's right to live without unreasonable disruptions.

Rental Office

The office that oversees and resolves rental issues between tenants and landlords on PEI. The Rental Office is also called the Residential Tenancy Office.

Rental unit

A building or part of a building that a tenant rents from a landlord to live in. A rental unit is also called a 'residential premise.'

Roommate agreement

A formal written agreement between roommates that sets out expectations and responsibilities of individual roommates.

Security deposit

Money that a tenant pays and a landlord holds in trust for them during the period of the tenancy agreement.

Serve

Delivering a legal document to someone. This is usually to their home or to their lawyer.

Service animal

An animal that is trained to help a person with a disability.



Rental Office - Forms





A

Services and facilities

Services like utilities, cleaning services, yard care, or snow removal.

Statutory conditions

Conditions that apply to all tenancy agreements.

Sublet agreement

An agreement between a subletter and a tenant who has a tenancy agreement with the landlord.

Subletter

A person who rents a unit or part of a unit from the original tenant, and whose name is not on the lease. A subletter has a landlord-tenant relationship with the original tenant.

Subletting

When a tenant rents their rental or part of their unit to another person.

Tenancy agreement

A legal agreement between a landlord and a tenant with required conditions. The agreement can be written, verbal, or implied.

Tenant




A person who rents a rental unit.

Tenant insurance

Insurance a tenant buys that protects them and their belongings.


Support Services

Community Legal Information

-  www.legalinfopei.ca
-  info@legalinfopei.ca
-  902-892-0853; 1-800-240-9798 (toll-free)




Provides legal information, referrals, publications on legal topics in English and French, public speakers, and presentations on legal topics. This is a free, confidential service. Also offers the Lawyer Referral Service, which provides a short consultation with a lawyer for a modest fee.

Environmental Health – Rental Accommodations Program

-  www.princeedwardisland.ca/en/information/health-and-wellness/rental-accommodations-program
-  envhealth@ihis.org
-  902-368-4970; 1-800-958-6400


A program by the Department of Health and Wellness to protect the health of PEI residents. You can request an inspection of your rental unit through the Rental Accommodations Program.

Human Rights Commission

-  www.peihumanrights.ca
-  contact@peihumanrights.ca
-  902-368-4180; 1-800-237-5031



An independent agency that enforces the *PEI Human Rights Act*. It has an investigation and complaint resolution process.

Island Regulatory and Appeals Commission (IRAC)

-  www.illac.pe.ca
-  appealinquiries@illac.pe.ca
-  902-892-3501; 1-800-501-6268 (toll-free)




IRAC is a quasi-judicial tribunal that has some legal decision-making authority. It sets gas prices and hears appeals for provincial planning, tax, and rental decisions.

Office of the Privacy Commissioner of Canada

-  www.priv.gc.ca
-  1-800-282-1376


Protects privacy and investigates complaints under the *Privacy Act* and the *Personal Information Protection and Electronic Documents Act (PIPEDA)*.

The Rental Office/The Residential Tenancy Office

-  www.peirentaloffice.ca
-  askrental@peirentaloffice.ca
-  902-368-7878

Resolves disputes between tenants and landlords and offers information about landlord and tenant rights and responsibilities.

Renting PEI

-  www.rentingpei.ca
-  renting@legalinfopei.ca
-  902-940-5368

We help PEI tenants and landlords by providing legal information, referrals, and support during the rental hearing process. We also offer workshops for tenants and workshops for landlords about their rights and responsibilities.



Community Legal Information is a registered charity that receives funding from Justice Canada, the Law Foundation of PEI, the Law Society of PEI, the PEI Department of Justice and Public Safety, and other sources. Community Legal Information provides understandable and useful information about the law and the justice system in Prince Edward Island.

For more information on other legal topics, visit www.legalinfopei.ca, email us at info@legalinfopei.ca, or call us at **902-892-0853** or **1-800-240-9798**. You can also find us on social media.

Donate to support our work at www.legalinfopei.ca/donate. We encourage the non-commercial reproduction of information in this publication.

Charitable registration number: 118870757RR0001
ISBN: 978-1-989140-52-9

Published September 2020. Updated March 2024.

Community Legal Information

@legalinfopei



