



PLEASE NOTE

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For more information concerning the history of these regulations, please see the [Table of Regulations](#).

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CHAPTER R-13.1

RENTAL OF RESIDENTIAL PROPERTY ACT

REGULATIONS

Pursuant to sections 9 and 35 of the *Rental of Residential Property Act* R.S.P.E.I. 1988, Cap. R-13.1 Council made the following regulations:

EXEMPTED PREMISES

1. The following premises are exempt from the provisions of the Act: Exempted premises
- (a) premises provided by an educational institution to its students;
 - (b) premises licensed under the *Community Care Facilities and Nursing Homes Act* R.S.P.E.I. 1988, Cap. C-13;
 - (c) premises licensed under the *Tourism Industry Act* R.S.P.E.I. 1988, Cap. T-3.3, except when such premises are provided as accommodation for a guest for a continuous period of one month or more;
 - (d) premises which provide therapeutic or rehabilitative services or temporary shelter such as transition houses and hostels and other such premises which have supervisory services as that term is defined in the *Community Care Facilities and Nursing Homes Act*;
 - (e) premises provided as group homes under the *Welfare Assistance Act* R.S.P.E.I. 1988, Cap. W-3;
 - (f) premises provided to children under the *Family and Child Services Act* R.S.P.E.I. 1988, Cap. F-2;
 - (g) revoked by EC427/98;
 - (h) premises ordinarily occupied by the owner thereof, and vacated by the owner for a period not exceeding seven months during a calendar year; and
 - (i) premises which are co-operative housing. (EC10/89; 427/98)

NON-DELEGATED FUNCTIONS

2. Revoked by EC706/90. Director, functions not to be delegated

RENTAL AGREEMENTS - FORMS

3. The standard form of rental agreement referred to in subsection 9(1) of the Act shall be in Form 1. (EC10/89) Form of rental agreement
4. An application by the lessor or lessee seeking a remedy for a failure to comply with the statutory conditions or other condition or covenant of a Application seeking a remedy

rental agreement, pursuant to section 8 of the Act, shall be in Form 2. (EC10/89)

Notice of termination, lessee

5. A notice of termination of a rental agreement by the lessee shall be in Form 3. (EC10/89)

Idem, lessor

6. A notice of termination of a rental agreement by the lessor shall be in Form 4. (EC10/89)

Application, early termination

7. An application by the lessor for earlier termination, pursuant to subsection 14(3) of the Act, shall be in Form 5. (EC10/89)

Idem, setting aside notice of termination

8. An application by the lessee pursuant to section 16 of the Act to set aside a notice of termination shall be in Form 6. (EC10/89)

Inspection orders

9. An inspection order issued by the Director pursuant to clause 4(2)(e) of the Act shall be in Form 7. (EC10/89)

SECURITY DEPOSITS

Notice of intention to retain deposit

10. A notice of intention to retain all or a portion of a security deposit, pursuant to subsection 10(5) of the Act, shall be in Form 8. (EC10/89)

Application for determination *re* deposit

11. An application by the lessee for a determination of the disposition of the security deposit, pursuant to subsection 10(7) of the Act, shall be in Form 9. (EC10/89)

Report *re* deposits provided by lessor

12. At the request of the Director, the lessor shall file with the Director a security deposit report, which shall

- (a) pertain to all security deposits held by the lessor; and
- (b) identify the premises, the names of the lessees, the amounts of the deposits held, and the name of the financial institution where the trust account for the security deposits is maintained. (EC10/89)

RENT INCREASES

Notice of rent increase

13. (1) Subject to subsection (2) a notice of increase of rent of residential premises, pursuant to section 22 of the Act, shall be in Form 10.

Notice of rent increase, exempt premises

(2) A notice of increase of rent of residential premises which are exempt from sections 21 and 23 of the Act, pursuant to clauses 20(a) and (b) of the Act, shall be in Form 11. (EC10/89)

Increase above allowed percentage

14. An application by the lessor to the Director for approval of a rent increase exceeding the allowable percentage, pursuant to subsection 23(3) of the Act, shall be in Form 12. (EC10/89)

- 15.** An application by the lessee to have the Director review a rent increase, pursuant to subsection 23(4) of the Act, shall be in Form 13. (EC10/89) Review
- 16.** (1) A notice of hearing to be held by the Director, pursuant to subsection 23(6) of the Act, shall be in Form 14. Notice of hearing
- (2) If a notice of hearing has been given in accordance with the Act, the hearing may proceed notwithstanding that one or both parties are not present. (EC10/89) Absence of party
- 17.** At least five days prior to a hearing pursuant to subsection 23(8) of the Act, the lessor shall serve on the Director and the lessees who are parties a statement of income and expenses in Form 15. (EC10/89) Statement of income and expense
- 18.** For the purposes of subsection 23(8) of the Act, the following definitions shall apply: Definitions
- (a) “capital expenditures” includes replacement of plumbing, electrical or heating systems or appliances, and major structural repairs; capital expenditures
- (b) “financial loss” means the difference between the total income from the building less operating costs; financial loss
- (c) “income” means the rental fee assigned to each unit and revenue from facilities such as coin operated laundry machines and parking; income
- (d) “maintenance” includes repairs to plumbing, electrical or heating systems, or to appliances, or minor structural repairs, but does not include capital expenditures or replacement of capital assets; maintenance
- (e) “management fee” means the actual cost thereof or 5 per cent of the gross rental income for the previous year, whichever is the lesser; management fee
- (f) “operating costs” excludes depreciation costs, but includes the basic expenses necessary for the operation of the building such as fuel, water, electricity, insurance, taxes, maintenance, management fees, staff wages or value of rental unit made available in lieu thereof, and financing costs of principal and interest on mortgages registered against the property. (EC10/89) operating costs
- 19.** (1) In considering capital expenditures pursuant to subsection 23(8) of the Act, the Director shall have regard to the cost of the item and the financing of it over a reasonable period of time in relation to the life expectancy of the item. Capital expenditures

- Life expectancy (2) The life expectancy chart set out in Form 16 is to be applied unless the lessor substantiates a shorter life expectancy for a particular item. (EC10/89)
- Additional factors **20.** The following additional matter is to be considered under subsection 23(8) of the Act: The date and amount of the last rental increase. (EC10/89)
- Rounding off **21.** Where the allowed percentage of increase in rent results in an amount which is some part of a dollar, the amount of increase may be rounded off to the nearest dollar. (EC10/89)
- Allowed increase **22.** For the purpose of subsection 23(1) of the Act the prescribed percentage amount of rent increase
(a) for 1991, is 4.5 per cent;
(b) for 1992, is 3 per cent. (EC10/89; 539/89; 637/90; 531/91)

APPEALS TO RESIDENTIAL RENTAL PROPERTY BOARDS

Sections **23** to **25** - Revoked by EC639/93.

**FORM 1
STANDARD FORM OF RENTAL AGREEMENT**

Pursuant to subsection 9(1) of the *Rental of Residential Property Act*, hereinafter called "the Act," and section 3 of the regulations

I. THIS AGREEMENT MADE this day of....., 20....., PARTIES
BETWEEN:

.....
(Name)
hereinafter called the LESSOR
.....
(Street Address and Post Office Box where applicable)
.....
(Community) (Postal Code)
.....
(Telephone Number(s))

AND

.....
(Name(s))
hereinafter called the LESSEE(s).

II. In consideration of the mutual benefits and promises herein,
THE PARTIES AGREE THAT:

PREMISES

1. The lessor will rent to the lessee and the lessee will rent from the lessor the
following residential premises:

..... Apartment Single Family Home
..... Room Mobile Home
..... Portion of Duplex or Mobile Home Site
..... Row Housing

located at
(Street Address and Apartment Number where applicable)
.....
(Community) (Postal Code)

The Superintendent or Property Manager of the residential premises (if
different from the lessor) is

.....
(Name)
.....
(Street Address and Post Office Box where applicable)
.....
(Community) (Postal Code)
.....
(Telephone Number(s))

2. This agreement to begin on theday of....., TERM
20.....

OR

This agreement to begin on the day of FIXED TERM
....., 20....., and end on theday of 20.....

3. The lessee will pay rent at the following rate: RENT

\$per(Week/Month).

The first payment of rent is due on theday of each (Week/Month).

Payments shall be delivered/mailed to

.....,
(Name)

.....
(Address)

SERVICES &
FACILITIES

4. The rent mentioned above includes payments for the following services and facilities:

- Heat.....Water Hot Water Electricity Cooking Stove
- Refrigerator Washer & Dryer (without charge)
- Washer & Dryer (coin operated) Cable TV Hook-up Apparatus
- Cable TV Service
- Janitorial Service for Common Areas
- Parking
- Snow Removal for Parking Lot & Walkways
- Grass Cutting
- Other (Specify)

The following services and facilities are the responsibility of the Lessee:

- None
-Other (Specify).....

SECURITY
DEPOSIT

5. A security deposit is not required.

OR

..... A security deposit in the amount of \$
has been/is to be paid by the lessee to the lessor. (Not to exceed one week's
rent under a weekly agreement; otherwise, one month's rent.)

III. THE PARTIES ACKNOWLEDGE THAT:

STATUTORY
CONDITIONS

1. By operation of sections 6 and 7 of the Act, the statutory conditions set out in those sections (a copy of which is attached as Schedule "A") apply to this agreement.

TERMINATION
BY LESSEE

2. By operation of section 11 of the Act, the lessee may terminate this agreement by serving on the lessor a notice of termination in accordance with the notice requirements set out in subsection 11(2) (a copy of which is attached as Schedule "B").

TERMINATION
BY LESSOR

3. By operation of section 12 of the Act, the lessor may not terminate this agreement other than for a cause set out in sections 13, 14, or 15 of the Act and in accordance with the applicable notice requirement as set out in those sections (a copy of which is attached as Schedule "C").

IV. THE PARTIES AGREE THAT

1. The additional terms or conditions [if any] set out on Schedule "D" and initialled by both parties apply to this rental agreement.

2. This agreement is binding upon the lessor, his/her heirs, assigns, personal representatives, and successors in title, and the lessee and his/her assigns.

.....
WITNESS LESSOR

.....
WITNESS	LESSEE
.....
WITNESS	LESSEE

NOTE:

ONCE THE LESSEE SIGNS, THE LESSOR MUST ENSURE THAT THE LESSEE RECEIVES A COPY OF THE AGREEMENT AND INFORMATION RE THE PREMISES. (See ss. 30 and 31 of Act, attached as Schedule "E.")
(EC10/89; 384/90)

SCHEDULE "A"**STATUTORY CONDITIONS**

6. Notwithstanding any agreement, waiver, declaration or other statement to the contrary, where the relationship of lessor and lessee exists in respect of residential premises by virtue of this Act or otherwise, there shall be deemed to be a rental agreement between the lessor and lessee, with the following conditions applying as between the lessor and lessee as statutory conditions governing the residential premises:

1. Condition of Premises

The lessor shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any enactment respecting standards of health, safety or housing notwithstanding any state of non-repair that may have existed at the time the agreement was entered into.

2. Services

Where the lessor provides or pays for a service or facility to the lessee that is reasonably related to the lessee's continued use and enjoyment of the premises, such as heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the lessor shall not discontinue providing or paying for that service to the lessee without permission from the Director.

3. Good Behaviour

The lessee and any person admitted to the premises by the lessee shall conduct themselves in such a manner as not to interfere with the possession, occupancy or quiet enjoyment of other lessees.

4. Obligation of the Lessee

The lessee shall be responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by any wilful or negligent act of the lessee or of any person whom the lessee permits on the premises, but not for damage caused by normal wear and tear.

5. Subletting Premises

(1) Where a fixed term rental agreement is for a period greater than six months, the lessee may assign or sublet the premises subject to the consent of the lessor, which consent will not unreasonably be withheld or charged for unless the lessor has actually incurred expense in respect of the grant of consent, in which case he shall be entitled to recover such reasonable expenses as were actually incurred.

(2) Subsection (1) does not apply to

- (a) a rental agreement in respect of residential premises that are developed under the *National Housing Act* R.S.C. 1985, Chap. N-11 or the *Housing Corporation Act* R.S.P.E.I. 1988, Cap. H-11 and are administered by or for the Government of Canada, the Government of the province, or an agency thereof;
- (b) non-profit housing; or
- (c) co-operative housing where the lessee is a member of the housing co-operative.

6. Entry of Premises

Except in the case of an emergency, the lessor shall not enter the premises without the consent of the lessee unless the lessor has served written notice stating the date and time of the entry to the lessee at least twenty-four hours in advance of the entry and the time stated is between the hours of 9 a.m. and 9 p.m.

7. Entry Doors

Except by mutual consent, the lessor or the lessee shall not during occupancy under the rental agreement alter or cause to be altered the lock or locking system on any door that gives entry to the premises.

8. Late Payment Penalty

Where the rental agreement contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

9. Quiet Enjoyment

The lessee shall have quiet enjoyment of the residential premises, and shall not be barred from free access to them during the term of the rental agreement.

10. Delivery of Possession

Where notice of termination has been given in accordance with this Act, and all remedies in relation thereto have been exhausted, the lessee shall deliver up possession of the residential premises.

7. In addition to the statutory conditions set out in section 6, the following statutory conditions apply in respect of an agreement to rent a mobile home site or a mobile home:

1. Other than withholding, on reasonable grounds, his consent to a subletting of the mobile home site, the lessor shall not restrict in any way the right of a lessee of a mobile home site from selling, renting or otherwise parting with the possession of a mobile home owned by the lessee.

2. The lessor shall not receive any compensation or benefit from any negotiations of the lessee to trade, sell, rent or otherwise part with possession of a mobile home situate on that site, unless provided for in a separate written agency agreement that is entered into by the lessee after the lessee has entered into the rental agreement and has moved onto the site.

3. (1) The lessor of a mobile home site shall not require a lessee to pay a fee where the lessee is moving a mobile home to or from a site.

(2) Subsection (1) does not preclude a lessor from requiring a lessee to pay any reasonable expenses OR damages which the lessor has actually incurred as a result of the moving or removing.

4. (1) Except as provided in this condition, the lessor shall not restrict in any way the right of the lessee to purchase goods or services from the person of the lessee's choice.

(2) The lessor may set reasonable standards for mobile home equipment.

5. The lessor is responsible for compliance with any municipal bylaws or other enactment in respect of the common areas of the mobile home park and the services provided by the lessor to the lessee in the mobile home park.

6. The lessee is responsible for compliance with any municipal bylaws or other enactment in respect of the mobile home and the mobile home site on which it is located to the extent that the lessor is not responsible.

SCHEDULE B

11. (1) A lessee may terminate a rental agreement by serving on the lessor a notice of termination which complies with section 18.
 - (2) A notice of termination is to be served by the lessee
 - (a) if the premises are let under a fixed term agreement, at least two months before the expiration of any fixed term, to be effective on the last day of that term;
 - (b) if the premises are let from month to month, at least one month before the due date for payment of rent, to be effective on the day preceding the due date;
 - (c) if the premises are let from week to week, at least one week before the due date for payment of rent, to be effective on the day preceding the due date.

SCHEDULE C

13. (1) Where a lessee fails to pay rent in accordance with the rental agreement, the lessor may, on any day following the day the rent was due, serve the lessee with a notice of termination to be effective not earlier than twenty days after the date it is served.
- (2) A lessee may, within ten days of being served with a notice of termination under subsection (1) deliver to the lessor all the rent due as of that date, whereupon the notice shall be void.
- (3) Where a lessee is persistently or habitually late in the payment of rent the lessor may apply to the Director for such order, including termination of the rental agreement as the Director considers just.
- (4) This section applies in place of all other remedies, statutory or otherwise, for failure to pay rent.
14. (1) The lessor may also serve a notice of termination upon the lessee where
- (a) statutory condition 3 or 4, or any other term of rental agreement has been breached, other than failure to pay rent;
 - (b) occupancy by the lessee has resulted in the residential property or residential premises being damaged to an extent that exceeds reasonable wear and tear, and the lessee has failed within a reasonable time after the damage occurred to take the necessary steps to repair the damage;
 - (c) the lessee has failed to give, within thirty days after the date he entered into a rental agreement, the security deposit requested pursuant to section 10;
 - (d) the lessee has knowingly misrepresented the residential property or residential premises to a prospective lessee or purchaser of the residential property or residential premises;
 - (e) the safety or other lawful right or interest of the lessor or other lessee in the residential property has been seriously impaired by an act or omission of the lessee or a person permitted in or on the residential property or residential premises by him;
 - (f) the number of persons permanently occupying the residential premises violates public health or fire safety standards prescribed by any Act or regulations;
 - (g) the residential premises must be vacated to comply with an order by a provincial, regional or municipal government authority respecting zoning, health, safety, building or fire prevention standards;
 - (h) the lessee has purported to assign or sublet the residential premises in violation of this Act;
 - (i) the rental agreement is for a fixed term with an option to renew and the lessee has not exercised the option.
- (2) Subject to subsection (3), a notice of termination pursuant to subsection (1) shall
- (a) in the case of a month to month or fixed term rental agreement, be served not less than one month before the date on which it is to be effective;
 - (b) in the case of a week to week rental agreement, be served not less than one week before the date on which it is to be effective.
- (3) Where notice has been given for any of the reasons set out in subsection (1), the Director may, upon the application of the lessor, order that the termination be effective earlier than the date provided for in subsection (2).
- (4) An application made by a lessor pursuant to subsection (3) shall be heard at the same time as any application made by the lessee pursuant to subsection 16(1).
15. (1) Where the lessor in good faith seeks to

- (a) have possession of the premises for occupation by himself, his spouse, children or parents, or the parents of his spouse;
- (b) convert the premises to a use other than residential use;
- (c) renovate the premises where the nature of the renovations are advised to the lessee and are such that the renovations cannot be carried out while the lessee occupies the premises;
- (d) demolish the premises,

the lessor may serve the lessee with a notice of termination to be effective not less than two months after it is served.

(1.1) Where

- (a) the lessor is the owner of residential premises comprising not more than two rental units;
- (b) the lessor enters into an agreement of sale of the residential premises to a purchaser; and
- (c) the purchaser has sworn an affidavit that he wishes to have possession of the premises for occupation by himself, his spouse, children or parents or the parents of his spouse,

the lessor may serve the lessee with a notice of termination to be effective not less than two months after it is served and the notice shall be accompanied by a copy of the affidavit referred to in clause (c).

(2) Notwithstanding subsection (1), where a lessor serves a notice of termination under this section respecting a mobile home site, other than where the lessee is renting a mobile home and the mobile home site under a single rental agreement, the period of notice shall not be less than six months.

(3) Where a lessor serves a lessee notice of termination under this section, the lessee may, at any time during the period of notice

- (a) give to the lessor at least ten days written notice of a termination date earlier than that specified by the lessor; and
- (b) pay the lessor, on the date he gives notice of termination under clause (a), the proportionate amount of rent due up to the date the earlier termination is specified to be effective, or, where the rent has been paid in advance, claim and receive from the lessor reimbursement of that proportionate amount. (EC384/90)

SCHEDULE D

**ADDITIONAL TERMS OR CONDITIONS - SECTION IV
OF RENTAL AGREEMENT**

.....
.....

These additional terms or conditions may not conflict with the requirements of the Act.

SCHEDULE E

30. (1) Where a rental agreement in writing is executed by a lessee, the lessor shall ensure that a fully executed duplicate original copy of the agreement is delivered to the lessee at the time of signing or within twenty-one days after the lessee signed the agreement.

(2) Where subsection (1) is not complied with, only the provisions of this Act and the standard form rental agreement are binding upon the lessee, and the lessee is not bound by any additional terms contained in the written agreement unless and until it is served on him in accordance with subsection (1).

(3) Where a written rental agreement has been entered into before the effective date and the lessee has not been supplied with a copy of the agreement, the lessor shall, within twenty-one days of the effective date deliver a copy of the agreement to the lessee in compliance with subsection (1).

31. (1) The lessor shall at the time of entering into the rental agreement provide the lessee with the following information in writing:
(a) the name and address of the lessor;
(b) the name and telephone number of the person responsible for the premises.

(2) Where the lessor rents more than one residential premises in the same building and retains possession of part for the use of all lessees in common, the lessor shall post and maintain posted in the common area a notice giving the information required by subsection (1).

(EC10/89)

Form 2

**APPLICATION FOR ENFORCEMENT OF STATUTORY OR OTHER
CONDITIONS OF RENTAL AGREEMENT**

(pursuant to section 8 of the *Rental of Residential Property Act*
and section 4 of the Regulations)

TO: The Director of Residential Rental Property
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

RE: The residential premises located at

1. I believe that the following statutory or other condition of the rental agreement is not being complied with:
Statutory Condition Number Other Condition
Particulars

2. I am seeking the following remedy:
..... (a) an order to prohibit the discontinuance of the service in question;
..... (b) an order to authorize the discontinuance of the service and make an appropriate adjustment to the rent;
..... (c) an order to authorize the subletting or assignment of the rental agreement;
..... (d) an order to authorize the termination of the rental agreement;
..... (e) a finding that rent is owed;
..... (f) a finding that the security deposit, or part thereof, should be forfeited or returned;
..... (g) an order that an amount found to be owed be paid;
..... (h) an order that possession of the residential premises be surrendered to the lessor and directing the sheriff to put the lessor in possession;
..... (i) (other)

3. The name, address and telephone number of the Lessor is:
Name:
Address:
Postal Code:..... Tel #:

4. The name, address and telephone number of the Lessee is:
Name:
Address:
Postal Code:..... Tel #:

DATED this day of, 20.....

Signature:

*See reverse for the statutory or other conditions which apply to rental agreements for residential premises.

STATUTORY CONDITIONS

6. Notwithstanding any agreement, waiver, declaration or other statement to the contrary, where the relationship of lessor and lessee exists in respect of residential premises by

virtue of this Act or otherwise, there shall be deemed to be a rental agreement between the lessor and lessee, with the following conditions applying as between the lessor and lessee as statutory conditions governing the residential premises:

1. Condition of Premises

The lessor shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any enactment respecting standards of health, safety or housing notwithstanding any state of non-repair that may have existed at the time the agreement was entered into.

2. Services

Where the lessor provides or pays for a service or facility to the lessee that is reasonably related to the lessee's continued use and enjoyment of the premises, such as heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the lessor shall not discontinue providing or paying for that service to the lessee without permission from the Director.

3. Good Behaviour

The lessee and any person admitted to the premises by the lessee shall conduct themselves in such a manner as not to interfere with the possession, occupancy or quiet enjoyment of other lessees.

4. Obligation of the Lessee

The lessee shall be responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by any wilful or negligent act of the lessee or of any person whom the lessee permits on the premises, but not for damage caused by normal wear and tear.

5. Subletting Premises

(1) Where a fixed term rental agreement is for a period greater than six months, the lessee may assign or sublet the premises subject to the consent of the lessor, which consent will not unreasonably be withheld or charged for unless the lessor has actually incurred expense in respect of the grant of consent, in which case he shall be entitled to recover such reasonable expenses as were actually incurred.

(2) Subsection (1) does not apply to

- (a) a rental agreement in respect of residential premises that are developed under the *National Housing Act* R.S.C. 1985, Chap. N-11 or the *Housing Corporation Act* R.S.P.E.I. 1988, Cap. H-11 and are administered by or for the Government of Canada, the Government of the province, or an agency thereof;
- (b) non-profit housing; or
- (c) co-operative housing where the lessee is a member of the housing co-operative.

6. Entry of Premises

Except in the case of an emergency, the lessor shall not enter the premises without the consent of the lessee unless the lessor has served written notice stating the date and time of the entry to the lessee at least twenty-four hours in advance of the entry and the time stated is between the hours of 9 a.m. and 9 p.m.

7. Entry Doors

Except by mutual consent, the lessor or the lessee shall not during occupancy under the rental agreement alter or cause to be altered the lock or locking system on any door that gives entry to the premises.

8. Late Payment Penalty

Where the rental agreement contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

9. Quiet Enjoyment

The lessee shall have quiet enjoyment of the residential premises, and shall not be barred from free access to them during the term of the rental agreement.

10. Delivery of Possession

Where notice of termination has been given in accordance with this Act, and all remedies in relation thereto have been exhausted, the lessee shall deliver up possession of the residential premises.

**STATUTORY CONDITIONS RESPECTING
MOBILE HOMES AND SITES**

7. In addition to the statutory conditions set out in section 6, the following statutory conditions apply in respect of an agreement to rent a mobile home site or a mobile home:

1. Other than withholding, on reasonable grounds, his consent to a subletting of the mobile home site, the lessor shall not restrict in any way the right of a lessee of a mobile home site from selling, renting or otherwise parting with the possession of a mobile home owned by the lessee.
2. The lessor shall not receive any compensation or benefit from any negotiations of the lessee to trade, sell, rent or otherwise part with possession of a mobile home situate on that site, unless provided for in a separate written agency agreement that is entered into by the lessee after the lessee has entered into the rental agreement and has moved onto the site.
3. (1) The lessor of a mobile home site shall not require a lessee to pay a fee where the lessee is moving a mobile home to or from a site.

(2) Subsection (1) does not preclude a lessor from requiring a lessee to pay any reasonable expenses or damages which the lessor has actually incurred as a result of the moving or removing.

4. (1) Except as provided in this condition, the lessor shall not restrict in any way the right of the lessee to purchase goods or services from the person of the lessee's choice.

(2) The lessor may set reasonable standards for mobile home equipment.

5. The lessor is responsible for compliance with any municipal bylaws or other enactment in respect of the common areas of the mobile home park and the services provided by the lessor to the lessee in the mobile home park.
6. The lessee is responsible for compliance with any municipal bylaws or other enactment in respect of the mobile home and the mobile home site on which it is located to the extent that the lessor is not responsible.

8. **OTHER CONDITIONS**

(a) Payment of Rent - This is an inherent covenant in every rental agreement.

(b) As set out in Schedule "D" of the rental agreement (attach copy of Schedule "D").

(c) The security deposit in the amount indicated has not been returned in accordance with the Act.

(EC384/90)

FORM 3

**NOTICE OF TERMINATION BY LESSEE
OF RENTAL AGREEMENT**

(Pursuant to section 11 or clause 15(3)(a) of the
Rental of Residential Property Act
and section 5 of the regulations)

TO:
{Lessor}

OF:
.....
.....
{Address}

I HEREBY give you notice that on the day of, 20, I
am giving up possession of the residential premises located at,
Prince Edward Island, which I hold from you as Lessee.

DATED this day of, 20.....
Signature:
{Lessee}

(EC10/89)

FORM 4

NOTICE OF TERMINATION BY LESSOR OF RENTAL AGREEMENT

(Pursuant to sections 13, 14, or 15, of the *Rental of Residential Property Act* and section 6 of the regulations)

TO:
{Lessor}

OF:
.....
.....
{Address}

I HEREBY give you notice to give up possession of the residential premises located at

.....
I am terminating our rental agreement for the following reason: (Check the appropriate reason.)

(a) You have failed to pay your rent in the amount of \$, which was due on the day of , 20..... ,

{YOU ARE ADVISED OF YOUR RIGHT TO INVALIDATE THIS NOTICE BY PAYING ALL RENT DUE WITHIN TEN DAYS OF RECEIVING THIS NOTICE} (s.13 of Act);

(b) You or persons admitted to the premises by you have conducted yourself/themselves in a manner as to interfere with the possession, occupancy or quiet enjoyment of other lessees (s.14(1)(a) of Act);

(c) You have failed to fulfill your responsibility for ordinary cleanliness of the interior of the residential premises or for damage caused by you or persons you permitted on the premises (s.14(1)(a) of Act);

(d) Your occupancy of the premises has resulted in the residential property or premises being damaged beyond reasonable wear and tear, and you have failed to repair the damage within a reasonable time (s.14(1)(b) of Act);

(e) You have failed to give, within thirty days after entering into the rental agreement, the security deposit which was requested (s.14(1)(c) of Act);

(f) You have knowingly misrepresented the residential property or premises to a prospective lessee or purchaser (s.14(1)(d) of Act);

(g) An act or omission on your part or on the part of a person permitted in or on the residential premises/property by you has seriously impaired the safety or lawful right or interest of me or other lessees in the residential property (s.14(1)(e) of Act);

(h) The number of persons permanently occupying the residential premises violates public health or fire safety standard prescribed by an Act or regulations (s.14(1)(f) of Act);

(i) The residential premises must be vacated to comply with an order by a provincial, regional, or municipal government authority respecting zoning, health, safety, building, or fire prevention standards (s.14(1)(g) of Act);

(j) You have purported to assign or sublet the premises in violation of the Act (s.14(1)(h) of Act);

(k) The rental agreement is for a fixed term with an option to renew, and you have not exercised the option (s.14(1)(i) of Act);

(l) I want possession of the premises for occupation by:
..... me my spouse
..... my children my parents
..... my spouse's parents (s.15 (1)(a) of the Act);

A purchaser wants possession of the premises for occupation by:
..... himself his spouse

.....his childrenhis parents
his spouse's parents (s.15 (1.1) of the Act);
 (m) I want to convert the premises to a use other than residential (s.15(1)(b) of Act);
 (n) I want to renovate the premises in the manner described on Appendix "A" attached hereto, and the renovations cannot be carried out while you are occupying the premises (s.15(1)(c) of Act);
 (o) I want to demolish the premises (s.15(1)(d) of Act);
 PARTICULARS OF TERMINATION:

.....

You must vacate the premises on or before the.....day of, 20
 (Unless otherwise ordered by the Director, this date must be:

- for reason (a), at least 20 days from date of service of notice;
- for reasons (b)-(k), inclusive, at least one month from date of service in the case of a month to month or fixed term agreement, and at least one week from the date of service in the case of a week to week agreement;
- for reasons (l)-(o), inclusive, at least two months from the date of service, unless the premises consist solely of a mobile home site, in which case, the date must be at least six months from the date of service.

DATED this day of, 20.....

Signature:
 {Lessor}

.....
 {Address & Telephone}

NOTE:

- THE LESSOR MAY APPLY FOR AN EARLIER TERMINATION DATE THAN REQUIRED (SEE SUBSECTION 14(3) OF ACT).
- THE LESSEE MAY APPLY TO THE DIRECTOR OF RESIDENTIAL RENTAL PROPERTY WITHIN 10 DAYS TO SET ASIDE THIS NOTICE OF TERMINATION (SEE SECTION 16 OF ACT).
- IF TERMINATION IS FOR REASONS (l) TO (o) INCLUSIVE, THE LESSEE MAY TERMINATE EARLIER THAN THE DATE INDICATED, BY GIVING AT LEAST 10 DAYS WRITTEN NOTICE TO THE LESSOR AND PAYING THE RENT UP TO THE TERMINATION DATE HE/SHE SPECIFIES (SEE SUBSECTION 15(3) OF ACT).
- THE ADDRESS AND TELEPHONE NUMBER OF THE DIRECTOR OF RESIDENTIAL RENTAL PROPERTY IS P.O. BOX 2000, CHARLOTTETOWN, P.E.I., C1A 7N8, TELEPHONE NUMBER 892-0311. (EC10/89; 384/90)

FORM 5

APPLICATION BY LESSOR FOR EARLIER TERMINATION

(Pursuant to subsection 14(3) of the *Rental of Residential Property Act*, and section 7 of the regulations)

TO: The Director of Residential Rental Property
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

RE: Residential premises located at ,
occupied by (Lessee).
I, the Lessor of the above-described premises, have served.....
(Lessee) with the attached notice of termination of rental agreement, which is effective as of
the day of , 20.....

I hereby apply for an order that the termination be effective on the day of , 20.....

I make this application for an earlier termination date for the following reason(s):
.....
.....
.....

DATED this day of , 20.....

Signature:
{Lessor}

{ENSURE THAT NOTICE OF TERMINATION IS ATTACHED.}

“A COPY OF THIS APPLICATION MUST BE SERVED ON THE LESSEE
(SUBSECTION 14(5) OF THE ACT)”
(EC10/89; 384/90)

FORM 6

APPLICATION BY LESSEE TO SET ASIDE NOTICE OF TERMINATION

(Pursuant to section 16 of the *Rental of Residential Property Act* and section 8 of the regulations)

TO: The Director of Residential Rental Property
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

RE: Residential premises located at ,
I, the Lessee of the above-described premises, received the attached Notice of
Termination on the.....day of , 20.....

I do not agree with the Notice for the following reason(s):
.....
.....
.....

I therefore apply for an Order setting aside the Notice of Termination.
DATED this day of , 20.....

Signature:
{Lessee}

{ENSURE THAT NOTICE OF TERMINATION IS ATTACHED.}
"A COPY OF THIS APPLICATION MUST BE SERVED ON THE LESSOR
(SUBSECTION 16(4) OF THE ACT)"
(EC10/89; 384/90)

FORM 7

INSPECTION ORDER

(Pursuant to clause 4(2)(e), of the *Rental of Residential Property Act* and section 9 of the regulations)

TO:
{Lessor/Lessee}

OF:
{Address}

Having reasonable and probable grounds to believe that section
of the *Rental of Residential Property Act* is being contravened,

I HEREBY ORDER that you make available for inspection on the day of
....., 20....., ato'clock p.m./a.m., the residential premises situate at ,

.....
which you hold as {Lessor, Lessee}.

DATED at this day of, 20.....

Signature:

Director of Residential Rental Property
3 Queen Street
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8
Telephone: 892-0311

(EC10/89)

FORM 8

NOTICE OF INTENTION TO RETAIN SECURITY DEPOSIT

(Pursuant to subsection 10(5) of the *Rental of Residential Property Act* and section 10 of the regulations)

TO:
{Lessor}

OF:
.....
.....
{Address}

RE: Your security deposit for residential premises located at
which premises you vacated as of the day of, 20.....

TAKE NOTICE that I intend to retain from your security deposit the amount of \$,
for the following reason(s):

.....
.....
.....

The balance of your security deposit is \$....., calculated as follows:

Original Amount Paid:	\$	Date Paid:
Accrued Interest:	.....
Sub-total:	.....
Less Above Charges:	.....
Balance:	.....

the balance is enclosed.

DATED this day of, 20.....

Signature:
{Lessor}

NOTE:

BY OPERATION OF SECTION 10 OF THE ACT, IF THE LESSEE DOES NOT AGREE WITH THE REASONS GIVEN OR THE AMOUNT RETURNED, HE/SHE MAY APPLY TO THE DIRECTOR OF RESIDENTIAL RENTAL PROPERTY FOR A DETERMINATION OF THE MATTER. THE APPLICATION MUST BE MADE ON A PRESCRIBED FORM AVAILABLE FROM THE DIRECTOR OF RESIDENTIAL RENTAL PROPERTY, P.O. BOX 2000, 3 QUEEN STREET, CHARLOTTETOWN, P.E.I., C1A 7N8, AND BE FILED WITHIN 15 DAYS OF RECEIVING THIS NOTICE. (EC10/89)

FORM 9

APPLICATION RE DETERMINATION OF SECURITY DEPOSIT

(Pursuant to subsection 10(7) of the *Rental of Residential Property Act* and section 11 of the regulations)

TO: The Director of Residential Rental Property
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

I was Lessee of the residential premises located at
which premises I delivered up possession of on the day of, 20.....

On the day of, 20..... I received the attached Notice of
Intention to Retain Security Deposit from my former Lessor,
of

I dispute the reasons given in the Notice, and I hereby apply for a determination of the
disposition of the security deposit, for the following reasons:

.....
.....
.....

DATED this day of, 20.....

Signature:
{Lessor}

{ENSURE THAT NOTICE TO RETAIN SECURITY DEPOSIT IS ATTACHED}

NOTE:

- A COPY OF THIS MUST BE SERVED ON THE LESSOR. (S.10(7) OF ACT.)
 - WITHIN FIVE DAYS OF BEING SERVED WITH THIS NOTICE, THE LESSOR
MUST DELIVER TO THE DIRECTOR OF RESIDENTIAL RENTAL PROPERTY THE
SECURITY DEPOSIT AND ACCRUED INTEREST. (s.10(9) OF ACT.)
- (EC10/89)

FORM 10

NOTICE OF INCREASE IN RENT OF RESIDENTIAL PREMISES

(Pursuant to section 22 of the *Rental of Residential Property Act* and section 13 of the regulations)

TO:
{Lessee}

OF:
.....
.....
{Address}

I hereby give you notice that the rent payable on the above-described residential premises will be increased by \$ per week/month, as of the day of, 20....., resulting in the total rental rate being \$ per week/month

This represents an increase of% of the current rate. The amount of increase permitted by the Regulations is%.

The rent for the residential premises you occupy was last increased on the day of....., 20

Signature:
{Lessor}

NOTE:

- THE RENT FOR RESIDENTIAL PREMISES MAY NOT BE INCREASED UNTIL 12 MONTHS HAVE ELAPSED SINCE THE DATE OF ANY PREVIOUS INCREASE, OR, IN THE CASE OF PREMISES NOT PREVIOUSLY RENTED, THE DATE ON WHICH RENT WAS FIRST CHARGED (SECTION 21 OF ACT).
- THE LESSEE MAY HAVE THIS INCREASE REVIEWED BY APPLYING TO THE DIRECTOR OF RESIDENTIAL RENTAL PROPERTY WITHIN 10 DAYS AFTER RECEIVING THIS NOTICE. (SUBSECTION 23(4) OF ACT)
- FOR INCREASES GREATER THAN THE PERCENTAGE ALLOWED BY REGULATION, THE LESSOR MUST APPLY TO THE DIRECTOR OF RESIDENTIAL RENTAL PROPERTY NOT LATER THAN 10 DAYS AFTER NOTIFYING LESSEE. (SUBSECTION 23(3) OF ACT)
- THE PROPOSED RENT MAY NOT BE CHARGED PENDING THE OUTCOME OF AN APPLICATION TO THE DIRECTOR. (SUBSECTION 23(10) OF ACT)
- ADDRESS FOR DIRECTOR: 3 QUEEN STREET, P.O. BOX 2000, CHARLOTTETOWN, P.E.I., C1A 7N8.

(EC10/89)

FORM 11

**NOTICE OF INCREASE IN RENT OF RESIDENTIAL PREMISES
WHICH ARE EXEMPTED FROM SECTIONS 21 AND 23 OF THE ACT**

(Pursuant to section 22 of the *Rental of
Residential Property Act* and section 13(2) of the regulations)

TO:
{Lessee}

OF:
.....
.....
{Address}

I hereby give you notice that the rent payable on the above-described residential premises
will be increased by \$..... per week/month, as of the
day of, 20, resulting in the total rental rate being \$
per week/month
This represents an increase of % of the current rate.
The rent for the residential premises you occupy was last increased on the.....
day of....., 20

Signature:
{Lessor}

(EC10/89)

.....
.....
.....
{Address & Telephone Number}

NOTE:

- A COPY OF THIS APPLICATION MUST BE SERVED ON THE LESSEE.
(SUBSECTION 23(5) OF ACT)
- THE PROPOSED RENT MAY NOT BE CHARGED PENDING THE OUTCOME OF
THIS APPLICATION.
(EC10/89)

FORM 14

NOTICE OF HEARING REGARDING RENT INCREASE

(Pursuant to subsection 23(6) of the *Rental of Residential Property Act*, and section 16 of the regulations)

TO: AND TO:
[Lessor] [Lessee]

OF: OF
[Address] [Address]

..... All Lessees whose name
appears on Schedule "A" attached.

RE: Residential Premises located at

TAKE NOTICE that a hearing will be held on the day of , 20
....., at [address],
at the hour of o'clock in the noon, with respect to an application by
A copy of the application is attached.

DATED this day of , 20.....

Signature:
Director of Residential Rental Property

{IF YOU WANT TO ATTEND THIS HEARING, BUT CANNOT DO SO AT THE ABOVE DATE AND TIME, CONTACT THE OFFICE OF THE DIRECTOR AT P.O. BOX 2000, 3 QUEEN STREET, CHARLOTTETOWN, C1A 7N8 (TELEPHONE 892-0311). OTHERWISE, THE HEARING MAY PROCEED IN THE ABSENCE OF EITHER PARTY (SUBSECTION 16(2) OF REGULATIONS).}

"ONLY A PARTY WHO HAS APPEARED OR BEEN REPRESENTED AT THE HEARING MAY APPEAL THE DECISION OR ORDER OF THE DIRECTOR (SUBSECTION 25(1))"
(EC10/89; 384/90)

FORM 15

LESSOR'S STATEMENT OF INCOME AND EXPENSES

(Pursuant to section 17 of the Rental of Residential Property Act regulations)

TO: The Director of Residential Rental Property
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

THE INFORMATION HEREIN IS PROVIDED BY THE LESSOR SOLELY FOR USE IN THE HEARING FOR A RENT INCREASE. THE INFORMATION SHALL BE AVAILABLE TO THE LESSEE(S) WHO SHALL PRESERVE CONFIDENTIALITY WITH RESPECT TO IT.

RE: Residential Premises located at.....

Provide Income and Expenses for the entire premises under review. Period A refers to the 12 months immediately preceding the effective date of the requested increase. Period B refers to the same 12 month period for the preceding year.

	Period A	Period B
	12 Month Period Ending, 20	12 Month Period Ending, 20
INCOME		
1. Rental Income at 100% Occupancy	\$.....	\$.....
2. Other Income (eg. laundry, parking, etc.)	\$.....	\$.....
3. Total Income at 100% Occupancy (Add #1 & #2)	\$.....	\$.....
4. Less: Vacancy/Arrears Losses	\$.....	\$.....
5. Net Building Income Before Expenses (Subtract #4 from #3)	\$.....	\$.....
EXPENSES	\$.....	\$.....
6. First Mortgage Payments, particulars to be shown on reverse (principal & interest only)	\$.....	\$.....
7. Second Mortgage Payments - particulars to be shown on reverse (principal & interest only)	\$.....	\$.....
8. Fuel	\$.....	\$.....
9. Water and/or Sewerage Charges	\$.....	\$.....
10. Electricity	\$.....	\$.....
11. Insurance	\$.....	\$.....
12. Provincial Property Tax	\$.....	\$.....
13. Municipal Property Tax	\$.....	\$.....
14. Management Fees	\$.....	\$.....
15. Maintenance	\$.....	\$.....
16. Capital Expenditures - as shown on reverse	\$.....	\$.....
17. Other Specify	\$.....	\$.....
18. Total Operating Expenses (Add #6 to #17)	\$.....	\$.....
OPERATING INCOME		
19. Net Profit (or Loss) (Subtract #18 from #5)	\$.....	\$.....
MORTGAGES AND DEBT SERVICING		
Are the premises mortgaged?	Yes	No
If yes, does the mortgage include other		

buildings owned by you? Yes No

If "yes," complete the section below and attach a sheet setting out particulars of the other buildings, including the number of rental units they contain, the rent for each, and the percentage of the mortgage payments you attribute to the premises which are the subject of this application.

	First Mortgage	Second Mortgage
Amount of Original Mortgage	\$	\$
Date Taken Out	....., 20.....	....., 20.....
Amortization Period	..... years	..... years
Current Renewal Term	..... years at ..... %	..... years at %
Termination Date of Current Renewal Term	....., 20.....	....., 20.....
Current Monthly Payments (include taxes)	\$	\$

*Should be same as in #6
**Should be same as in #7

Additional Information:
.....
.....
(Attach another sheet, if necessary.)

CAPITAL EXPENDITURES

Calculate "expected life" by referring to Form 16 and calculate the "annual write-off" on the capital expenditures by dividing the cost by the expected life.

Item	Cost	Expected Life (years)	Annual Write-Off
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....
		TOTAL	\$.....*

* Should be same figure as in #16

OTHER INFORMATION

- Value of Property as per Provincial Assessment: \$.....
- Amount of Outstanding Mortgages, Loans:
(Include only outstanding principal amounts) \$.....
- Owner's Equity in Property:
(Subtract #2 from #1) \$.....
- Year Property was Purchased: 20.....

DECLARATION

I HEREBY DECLARE that the information contained herein is true and complete in all respects and that the presentation of information represents a consistent basis for all accounting periods reported.

DATED this day of, 20.....

Signature:

[Lessor or Agent]

(EC10/89)

FORM 16**CAPITAL EXPENDITURES LIFE EXPECTANCY CHART**(Pursuant to subsection 19(2) of the Rental of
Residential Property Act regulations)

ITEM	LIFE EXPECTANCY
Parking Lot, Driveways and Walkways	
Asphalt (or other materials)	10 Years
Fences	
Wood	10 Years
Steel	20 Years
Roof	
Flat	15 Years
Sloped (shingled)	20 Years
Electrical	
Light Fixtures	10 Years
Panels and Distribution	20 Years
Wired Smoke Detectors and Fire Alarm	20 Years
Appliances	
Stove	10 Years
Refrigerator	10 Years
Dishwasher	10 Years
Garburator	10 Years
Plumbing	
Septic Tank and Tile Field	30 Years
Pipes, Pump, etc.	20 Years
Storm System	25 Years
Heating System	
Furnace	20 Years
Hot Water Boiler	15 Years
Ventilation System	
Sanitary Exhaust-Central System	15 Years
-Individual Unit System	10 Years
-Corridor System	15 Years
Air Conditioning System	
Central System	20 Years
Incremental Units	15 Years
Sleeve Units	10 Years
Temperature Controls	
Pneumatic	15 Years
Electric	10 Years
Miscellaneous	
Elevators	25 Years
Painting-Exterior	7 Years
-Interior	5 Years
Carpet-Public Areas	5 Years
-Unit Areas	10 Years
Tile Flooring	8 Years
Siding/Insulation	20 Years
(EC10/89)	

Updated 2002

Rental of Residential Property Act
Regulations

Cap. R-13.1

35

FORM 17

Revoked by EC639/93.