

INTRODUCTION

[1] The Tenant requests a determination that the Landlord contravened his right to quiet enjoyment.

DISPOSITION

[2] I find that the Landlord has not contravened the Tenant's right to quiet enjoyment.

BACKGROUND

[3] The Unit is a room in a 5-room building with shared kitchen and bathroom facilities (the "Residential Property").

[4] In April of 2022 the parties entered into a written, month-to-month tenancy agreement. A \$520.00 security deposit was paid at the start of the tenancy. Rent is \$535.00 due on the first day of the month.

[5] On October 9, 2024 the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application requests a determination that the Landlord contravened the Tenant's right to quiet enjoyment. The Application does not request any monetary compensation.

[6] On November 1, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for November 14, 2024, along with a copy of the Application.

[7] On November 12, 2024 the Rental Office emailed the parties a 15-page evidence package (the "Evidence Package.")

[8] On November 14, 2024 the Tenant, the Landlord and the Landlord's two witnesses joined the hearing. The parties confirmed receipt of the Evidence Package and confirmed all documents sent to the Rental Office were included in the Evidence Package.

ISSUE

i. Has the Landlord contravened the Tenant's right to quiet enjoyment?

ANALYSIS

[9] The Tenant requests a determination that the Landlord has contravened their right to quiet enjoyment. Section 22 of the *Residential Tenancy Act* (or the "Act") states as follows:

A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

[10] In this case, the Residential Property has five separate rooms that are occupied by five separate tenants under five separate tenancy agreements with one shared kitchen. The Tenant alleges that the other tenants in the Residential Property do not clean the kitchen after use, which has deterred the Tenant from using the kitchen.

- [11] The Tenant stated that the cleanliness of the kitchen has been an issue since the start of his tenancy. The Tenant stated that he sometimes brings it to the attention of the other tenants and the Landlord.
- [12] The Tenant stated that the photographs he submitted into evidence shows how unclean the kitchen is left for days. The Tenant stated that he only wants a clean kitchen. The Tenant stated that the removal of dirty dishes and the cleanliness of the bathroom has improved recently.
- [13] The Landlord relied upon her written submissions as English is not her first language. The Landlord's evidence is summarized as follows. The Landlord has sent emails and text messages to the other tenants in the Residential Property, reminding them of the cleaning expectations for the common areas. The Landlord offered all the tenants the ability to opt out of their tenancy agreements and receive their security deposit back without a deduction.
- [14] The Landlord created house rules and posted various cleaning tips in the common areas. The Landlord cleaned the common areas herself on occasion. The Landlord has suggested that the Tenant communicate directly with the other tenants about the cleanliness concerns.
- [15] The Landlord had two separate sit-downs with all the tenants about the cleaning expectations.
- [16] The Landlord's two witnesses are two other tenants in the Residential Property. The witnesses corroborated the cleanliness issues in the Residential Property's kitchen. However, the witnesses stated that the Tenant does not directly communicate with the other tenants. The witnesses stated that everyone has a different cleaning standard and habits regarding cleanliness. However, the witnesses stated that all the tenants have taken a serious effort to clean the kitchen after use.
- [17] I have reviewed the evidence. I find that the Landlord has not contravened the Tenant's right to quiet enjoyment. A tenant's right to quiet enjoyment is broad and covers numerous aspects such as privacy, freedom from unreasonable disturbance, exclusive possession and use of the common areas.
- [18] In this case, the issue in question is the use of the common areas. The Tenant submitted evidence showing the kitchen, which is shared with four other tenants, is at times very unclean and may remain in that condition for a few days. It is not unreasonable to expect that the Tenant would take issue with such uncleanliness.
- [19] However, the evidence also establishes that the Landlord has taken reasonable steps to correct the cleanliness issues of the common areas. The Landlord has given verbal and written warnings to all the tenants. The Landlord has posted cleaning tips in the common areas and the Landlord has even cleaned the common areas herself.
- [20] If the cleanliness of the kitchen/common areas does not improve, then the Landlord's next step is to give a written warning to the specific tenant(s) creating the uncleanliness in the common areas.
- [21] Despite my finding that the Landlord has not breached the Tenant's right to quiet enjoyment, I remind **all the tenants** in the Residential Property that it is their **own responsibility** to clean up after themselves when using the common areas such as the kitchen and/or bathroom.
- [22] If further written warnings are given to the specific tenant(s) and continued non-compliance continues, then the Landlord may need to serve the specific tenant(s) with a notice of termination.

IT IS THEREFORE ORDERED THAT

1. The Landlord has not contravened the Tenant's right to quiet enjoyment.

DATED at Charlottetown, Prince Edward Island, this 15th day of November, 2024.

(sgd.) Cody Burke

Cody Burke
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **20 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.