

INTRODUCTION

- [1] This decision determines two applications filed under the *Residential Tenancy Act* (“Act”) with the Residential Tenancy Office (“Rental Office”).
- [2] The Tenant filed an application seeking compensation for wages and breach of quiet enjoyment. The Tenant also disputed an eviction notice served by the Landlord’s representative (“Representative”), which is the subject of Order LD25-169.
- [3] The Landlord filed an application seeking rent owing in the amount of \$650.00.

DISPOSITION

- [4] The Tenant has not established a valid claim for compensation. The Landlord has established a rent owing claim in the amount of \$650.00. The Tenant will pay the Landlord \$650.00 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom and one-bathroom apartment above a commercial unit, owned by the Landlord.
- [6] In the Summer of 2023, the parties entered into an employment contract. The Tenant moved into the Unit and rent was deducted from the Tenant’s wages. Rent is \$650.00 due on the first day of the month. No security deposit was required.
- [7] The Tenant later wanted to separate the employment contract from the tenancy agreement.
- [8] On December 4, 2024 the parties signed a written, fixed-term tenancy agreement on a *Form 1-Standard Form of Tenancy Agreement*, for the period of December 4, 2024 to December 1, 2025. Rent remained at \$650.00 due on the first day of the month and no security deposit was required.
- [9] On April 2, 2025 the Representative served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 22, 2025 (“Notice”) for non-payment of rent.
- [10] On April 11, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office seeking compensation for wages and breach of quiet enjoyment, which is the subject of this decision. The Tenant Application also disputes the Notice, which is the subject of Order LD25-169.
- [11] On April 23, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office seeking compensation for rent owing, which is the subject of this decision. The Landlord Application also seeks vacant possession of the Unit, which was determined as part of the Tenant Application in Order LD25-169.
- [12] On April 24, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 8, 2025.
- [13] On May 2, 2025 the Rental Office emailed the parties an evidence package containing a 108-page PDF and 2-video recordings.
- [14] On May 8, 2025 the Tenant and the Representative joined the teleconference hearing for determination of the Application. The parties confirmed receipt of the evidence package and confirmed that all documents and videos submitted to the Rental Office were included.

ISSUE

- A. Has the Tenant established a claim for compensation against the Landlord? Has the Landlord established a claim for rent owing against the Tenant?

ANALYSIS & FINDINGS**Wages**

- [15] The Tenant is seeking compensation for wages. I find that I do not have the jurisdiction to award the Tenant this compensation. The Tenant has already filed a complaint with Labour and Industrial Relations. Therefore, this claim is denied.

Breach of Quiet Enjoyment

- [16] The Tenant is seeking compensation for breach of quiet enjoyment, in the amount of \$1,500.00.
- [17] The Tenant stated that throughout the tenancy the Landlord has caused him emotional distress. The Tenant stated that because the Landlord was also his employer, there was a significant power imbalance. The Tenant stated that the Landlord terminating his employment has caused stress, anxiety and overall mental stress.
- [18] The Tenant stated that there were heating issues in the Unit, however, the Landlord did provide a space heater.
- [19] The Landlord disputed the Tenant's compensation claim. The Landlord stated that the employment dispute is separate from the tenancy dispute.

Determination

- [20] I find that the Tenant has not established a valid claim for compensation.
- [21] Section 22 of the *Act* states:
- 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.*
- [22] Based upon the Tenant's evidence, I am not satisfied that the Landlord's actions and/or behaviour have breached the Tenant's quiet enjoyment of the Unit.
- [23] I note that, in this case, there is a blurring of two relationships (landlord-tenant and employer-employee), which have caused an overall negative effect on the parties. However, as mentioned above, I only have the jurisdiction to consider the rights and responsibilities of the parties through the landlord-tenant relationship. Despite the Tenant's issues with the Landlord in the employer-employee relationship, I find that the evidence does not establish that the Landlord breached the Tenant's right to quiet enjoyment in the landlord-tenant relationship. Therefore, this claim is denied.
- [24] The Tenant Application is denied.

Rent Owing

- [25] The parties' evidence establishes that the Tenant owes rent for April 2025, in the amount of \$650.00.
- [26] In Order LD25-169 the Tenant is required to vacate the Unit by 5:00 p.m. on May 21, 2025. The Landlord is not seeking rent owing for May 2025. Therefore, the Tenant is only responsible for April's rent.
- [27] There is no security deposit for the Landlord to keep in this case.
- [28] The Tenant will pay the Landlord \$650.00 by the timeline below.
- [29] The Landlord Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord \$650.00 by June 16, 2025.

DATED at Charlottetown, Prince Edward Island, this 14th day of May, 2025.

(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.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.