

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Tenants filed an application seeking return of rent in the amount of \$14,500.00 and compensation for emotional distress in the amount of \$12,000,000.00. The Tenants' total monetary claim is \$12,014,500.00.
- [3] The Landlords seek an order requiring the Tenants to vacate the Unit based upon an application for earlier termination.

DISPOSITION

- [4] The Tenants have not established a valid claim for a return of rent and I do not have the jurisdiction to consider the Tenants' claim for emotional distress.
- [5] The Landlords' earlier termination request is dismissed.

BACKGROUND

- [6] On February 3, 2025 the parties entered into a written, fixed-term tenancy agreement with an end date of February 3, 2026. A \$2,000.00 security deposit was paid. Rent in the amount of \$2,900.00 is due on the third day of the month. The Tenancy Agreement states that the Unit is a single family home.
- [7] The parties were part of a prior Rental Office eviction dispute.
- [8] On April 24, 2025 the Rental Office issued Order LD25-150, which is included in the evidence. The Landlords appealed Order LD25-150 to the Island Regulatory and Appeals Commission ("Commission").
- [9] On May 2, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* ("Tenant Application") with the Rental Office seeking a return of rent and compensation for breach of their right to quiet enjoyment which is one of the subjects of this decision.
- [10] On May 5, 2025 the Landlords served the Tenants with a *Form 4(A) Eviction Notice* effective May 25, 2025 for non-payment of rent, disturbing and endangering others, causing damage to the Unit and breaching a material term of the tenancy agreement ("First Notice"). No particulars of termination were stated on the First Notice.
- [11] On May 5, 2025 the Landlords served the Tenants with a second *Form 4(A) Eviction Notice* effective May 25, 2025 ("Second Notice"). The Second Notice appears to be identical to the First Notice, but with particulars of termination, which stated:

"non-payment, damage to property, including landscape, home, personal property contents and breach of material term."
- [12] On May 5, 2025 the Landlords served the Tenants with a third *Form 4(A) Eviction Notice* effective June 5, 2025 ("Third Notice") for disturbing and endangering others, damage to the Unit and breaching a material term of the tenancy agreement. The particulars of termination stated:

"e) endangering neighbours by allowing dogs to run loose in community despite complaints. g) The additional occupants you allowed in have damaged the home. I) You have repeatedly lied about your intentions with the property."

- [13] On May 5, 2025 the Landlords served the Tenants with a fourth *Form 4(A) Eviction Notice* effective May 25, 2025 ("Fourth Notice") for non-payment of rent in the amount of \$2,900.00.
- [14] Collectively, the First Notice, Second Notice, Third Notice and Fourth Notice are called ("Notices").
- [15] On May 7, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* ("Landlord Application") with the Rental Office seeking an earlier termination of the tenancy agreement, which is one of the subject of this decision.
- [16] On May 15, 2025 the Tenants filed another *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notices. This application is determined in Order LD25-215.
- [17] On May 29, 2025 the Rental Office mailed and emailed the parties notice of a paper based hearing.
- [18] On June 6, 2025 the Rental Office made available a 346-page PDF document ("Evidence Package Part 1") and a 315-page PDF document ("Evidence Package Part 2") which included 8-video recordings.
- [19] On June 13, 2025 the Rental Office made available a 115-page PDF document ("Response Evidence Package") which included 5-video recordings.
- [20] On June 17, 2025 this Order was issued to the parties.

ISSUES

- A. Have the Tenants established valid compensation claims against the Landlords?
- B. Have the Landlords established a valid reason for earlier termination?

ANALYSIS & FINDINGS

A. Have the Tenants established valid compensation claims against the Landlords?

- [21] The Tenants are seeking a return of rent for February, March, April, May and June 2025, in the amount of \$14,500.00. The Tenants are also seeking \$12,000,000.00 for emotional distress (commonly known as pain & suffering).
- [22] The Tenants provided written submissions, photographic and video-recording evidence to assist their argument that the Landlords have contravened their quiet enjoyment.
- [23] The Landlords provided written submissions, which included signed affidavits, photographic and video-recording evidence to assist their argument disputing the Tenants' claims for compensation.
- [24] Given the considerable amount of evidence submitted by the parties, I will leave the summary of the parties evidence as stated above. Particular pieces of evidence will be discussed in my analysis below.

Return of Rent

- [25] I find that the Tenants have not established a valid claim for a return of rent.
- [26] This landlord-tenant relationship has deteriorated. Neither party trusts one another and the parties' actions at one time or another have infringed on each other's rights under the *Act*.

- [27] In these circumstances, the parties' rights have clashed with one another – the Landlords' right to access, maintain and inspect the Unit and the Tenants' right to quiet enjoyment, which includes privacy.
- [28] The video-recordings submitted into evidence demonstrates unsettling behaviour from the Landlords. Despite the deterioration of the relationship, there are no circumstances where I would expect the Landlords to gesture at the Tenants with a middle finger. Such behaviour is unnecessary, disrespectful and only leads to further escalating the tensions between the parties.
- [29] However, I also note that the Tenants have prevented the Landlords from accessing the Unit. The evidence presented shows that the Tenants have put knives into the door frames, preventing the Landlords from accessing the Unit. Such actions are not permitted under the *Act*.
- [30] Further, the Tenants have done things without seeking the Landlords' permission such as spreading manure over the Unit's lawn.
- [31] The Tenants are seeking a return of rent for the entirety of the tenancy. I find that the Tenants' evidence does not establish this claim. The Tenants have lived in the Unit and have continued to live in the Unit from the beginning of the tenancy (February 2025) to present day. Despite the Tenants' allegations against the Landlords, the Tenants have continued to occupy and use the Unit. The Tenants have also not paid rent in the last two months (May and June 2025).
- [32] Based on the totality of the evidence, I find that the Tenants have not established a valid claim for a return of rent. This claim is denied.

Emotional Distress (Pain & Suffering)

- [33] The Tenants are seeking \$12,000,000.00 in emotional distress, also known as pain and suffering.
- [34] The Tenants have provided evidence detailing their experiences while living in the Unit and dealing with the Landlords.
- [35] I find that I do not have the jurisdiction (authority) to consider or award the Tenants this claim.
- [36] In Commission Order LR24-05 (paragraph 12) the following is stated:
- "According to Canadian legal authorities, such as cases cited in Sara Blake's text Administrative Law in Canada (7th ed.), compensation may not be awarded without "express statutory authority." The starting place, therefore, is the wording of the statute."*
- [37] After hearing an application, I have the powers stated in subsection 85(1) of the *Act*. The *Act* provides compensation for loss suffered, expenses incurred and/or inconveniences as a result of a contravention of the *Act*, its regulations or the tenancy agreement.
- [38] In these circumstances, I find that I do not have the authority under the *Act* to consider the Tenants' claims for emotional distress. Therefore, this claim is denied.
- [39] The Tenant Application is denied.

B. Have the Landlords established a valid reason for earlier termination?

- [40] The Landlords have filed the Landlord Application seeking an earlier termination of the tenancy.
- [41] In Order LD25-215, I found that the tenancy ended at 5:00 p.m. on June 24, 2025 due to non-payment of rent.

[42] A full analysis and determination of this issue is therefore unnecessary. Any finding on this issue would not end the tenancy any faster than the findings in Order LD25-215. Therefore, the Landlord Application is dismissed.

IT IS THEREFORE ORDERED THAT

1. The Tenant Application is denied.
2. The Landlord Application is dismissed.

DATED at Charlottetown, Prince Edward Island, this 17th day of June, 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.