

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the the *Residential Tenancy Act* (the “Act”).
- [2] The Tenant disputes an eviction notice dated April 15, 2025 that the Landlord served for non-payment of rent.
- [3] The Tenant seeks compensation from the Landlord regarding a plumbing cost, in the amount of \$817.58.
- [4] The Landlord seeks rent owing from the Tenant in the amount of \$640.00.

DISPOSITION

- [5] During the hearing the Landlord advised that he was not seeking eviction and instead the Landlord is seeking for rent to be paid. As a result, the eviction matter (Docket No. 25-359) has resolved.
- [6] I find that the Tenant’s plumbing cost compensation claim is denied.
- [7] I find that the Landlord’s rent owing claim is allowed, in the amount of \$640.00.

BACKGROUND

- [8] The Unit is a mobile home site in a mobile home park containing 57 lots that the Landlord has owned since 2011.
- [9] In November or December of 2023 the Tenant purchased the two-bedroom, one-bathroom mobile home (the “Trailer”) that was located on the Unit. The Landlord and the Tenant entered into an oral, month-to-month tenancy agreement for the Unit. A security deposit was not required. Rent in the amount of \$160.00 is due on the first day of the month.
- [10] On April 15 or 17, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate (effective) date of April 25, 2025 (the “Notice”) for non-payment of rent.
- [11] I note that the earliest vacate date for the Notice was either May 5 or 7, 2025 because of the minimum twenty-day period required by subsection 60(1) of the *Act*. The Notice’s vacate date is automatically corrected under section 54.
- [12] On April 18, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice. The Application also claimed against the Landlord for a plumbing cost.
- [13] On May 16, 2025 the Tenant amended their application (the “Tenant Application”) to provide further details of the plumbing cost.
- [14] On June 5, 2025 the Rental Office provided the parties with notice of a teleconference hearing scheduled for June 24, 2025.
- [15] On June 17, 2025 the Rental Office emailed the parties a 19-page evidence package.
- [16] On June 24, 2025 the Tenant, the Landlord and the Landlord’s property manager (the “Property Manager”) participated in a teleconference hearing. The parties confirmed that all evidence that they had submitted to the Rental Office was included in the evidence package.

- [17] During the hearing the eviction matter resolved because the Landlord decided not to seek an eviction order. The parties were permitted to submit additional evidence after the hearing and the Landlord was permitted to file an application for rent owing.
- [18] After hours on July 8, 2025 the Landlord emailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* for rent owing (the "Landlord Application"). The Landlord Application is considered filed on July 9, 2025.
- [19] The parties were provided with the opportunity for written responses.

ISSUES

- A. Must the Landlord compensate the Tenant for an \$817.58 plumbing cost?
- B. Does the Tenant owe rent to the Landlord?

ANALYSIS

A. Must the Landlord compensate the Tenant for an \$817.58 plumbing cost?

Evidence Summary

- [20] The Tenant's evidence is summarized as follows.
- [21] On January 17 or 18, 2025 the Tenant travelled out of country regarding a family matter. The Tenant returned to the Unit around February 20, 2025. No one lived in the Unit while the Tenant was away. The Tenant had a friend check the Trailer one or two times while the Tenant was away.
- [22] The Tenant stated that the Landlord thought that there was a water leak underneath the Trailer. However, the water leak was in fact occurring in front of the Trailer. The Landlord turned off the Trailer's water, which caused the Tenant's pipe to freeze and break. The Tenant submitted into evidence a photograph showing the Trailer that the Tenant received on February 8, 2025.
- [23] The Tenant had plumbers attend the Unit on two occasions after the Tenant returned to the Unit. The plumber checked underneath the Trailer and there was no water there. The plumber told the Tenant that the pipe exploded because the water was shut off.
- [24] The Tenant submitted into evidence an invoice for the plumbing cost, in the amount of \$817.58.
- [25] I note that this document appears to indicate that the plumbing work was completed around February 20, 2025.
- [26] The Landlord's evidence is summarized as follows.
- [27] The Property Manager has been completing property management work for twenty-five years.
- [28] Around 7:30 to 8:00 a.m. around February 20, 2025 the Landlord called the Property Manager regarding a water leak coming from underneath the Trailer.
- [29] The temperature was around minus 25 degrees.
- [30] No one could get ahold of the Tenant and there were indications that the Tenant was out of country.
- [31] The Property Manager arrived at the Unit around 9:00 a.m. The driveway was not plowed and it did not look like anyone was living in the Trailer. There was a grey water spot on the right-hand side of the Trailer's hatch near the water valve. There was an area about 15 feet by 20 feet coming out

from the Trailer where the snow was melting because of the water. The Property Manager did not see water in the Trailer's front yard.

- [32] The Property Manager walked through the water and his feet were soaked. The Property Manager knocked off the hatch where the water shut-off was located. The water was spraying continuously underneath the Trailer. The Property Manager shut off the valve and the water stopped.
- [33] The Property Manager did not see heat tape on the Tenant's pipes, which could have helped prevent the Tenant's pipes from freezing.
- [34] The Property Manager does not know how long the Tenant's pipes were leaking water.
- [35] The Property Manager stated that the Tenant's pipes were frozen beyond the Landlord's water shutoff valve.
- [36] The Property Manager then walked to the road and saw another person (S.G.) arrive who works for the Landlord. S.G. told the Property Manager that someone got ahold of the Tenant and a plumber was on the way and should arrive within the hour.
- [37] Two days later S.G. telephoned the Property Manager and advised that the Tenant was complaining about the water being turned off.
- [38] A week later there was a leak in front of the Trailer that was unrelated to the leak under the Trailer. There was a line around eight or ten feet below ground that broke, which took time to repair because the temperature was very cold and the ground was frozen.
- [39] The Property Manager believes that the dates in the Tenant's plumbing invoice may be inaccurate.
- [40] The Property Manager argued that the Tenant should have had the Trailer checked more than two times while the Tenant was away.

Determination

- [41] The Tenant has the onus to prove, on the civil standard of the balance of probabilities, the monetary claim. This claim alleges that the Landlord damaged the Tenant's property.
- [42] I find that there is insufficient evidence to support the Tenant's claim.
- [43] The Tenant was away from the Unit for about a month during part of the coldest period of the year.
- [44] The Tenant did not witness the Property Manager or another agent of the Landlord damaging the plumbing because the Tenant was out of the country.
- [45] The Tenant stated that the Tenant had a person check the Trailer one or two times while the Tenant was away. I note that if the Trailer had been checked more frequently, then the Tenant may have had better evidence regarding the plumbing damage. I also note that this person did not participate in the hearing.
- [46] The Tenant's plumbing invoice does not provide significant detail regarding the work completed or a reason why the Landlord should be responsible for the plumbing cost. The plumber did not participate in the teleconference hearing.
- [47] I note that it is the parties' responsibility to have their witnesses participate in the hearing. It is not the Rental Office's responsibility to track down witnesses and gather their evidence.

- [48] The Property Manager provided oral testimony consistent with his written statement that he attended the Unit and observed water spraying underneath the Trailer that stopped when he turned the valve off. The Property Manager's evidence indicates that he responded to existing damage to the Tenant's plumbing and was not the cause of this damage.
- [49] The Tenant focused on the Trailer photograph that the Tenant received on February 8, 2025, providing detailed oral and written evidence regarding the location of water in relation to the Trailer.
- [50] I am unable to make an inference from this photograph and related evidence that the Landlord was responsible for damage that appears to have occurred around twelve days later.
- [51] It appears to me that the Tenant genuinely believes that the Landlord is responsible for the plumbing damage. However, I must make an objective assessment based upon the evidence presented, being mindful of the balance of probabilities and the Tenant having the burden to prove the plumbing damage monetary claim.
- [52] I find that there is insufficient evidence to establish that the Landlord is responsible for the plumbing cost.
- [53] For these reasons the Tenant Application is denied

B. Does the Tenant owe rent to the Landlord?

- [54] At the hearing the parties stated that rent was not paid from April to June 2025, in the amount of \$480.00. The Tenant stated that he stopped paying rent due to the plumbing dispute.
- [55] In the Landlord Application the Landlord also claimed for unpaid July 2025 rent, in the amount of \$160.00. The Tenant did not dispute that the rent had not been paid.
- [56] Based upon the evidence presented, I find that the Tenant has rent owing in the amount of \$640.00, which the Tenant must pay forthwith (immediately).
- [57] I note that the Act did not provide the Tenant with a self-help remedy to withhold rent pending the determination of the plumbing damage claim.
- [58] Instead, the Tenant was required to continue paying rent while the matter was determined in accordance with subsection 19(1), which states:

A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

Written Tenancy Agreement

- [59] I note that since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information. Subsections 11(1) and (2) of the Act state:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
 - (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
 - (a) the provisions set out in Division 4;*
 - (b) the correct legal names of the landlord and tenant;*
 - (c) the address of the rental unit;*

- (d) the date the tenancy agreement is entered into;*
- (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
- (f) the services and facilities included in the rent;*
- (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
- (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
- (i) the agreed terms in respect of
 - (i) the date on which the tenancy starts,*
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) the amount of rent payable for a specified period,*
 - (v) the day on which the rent is due and the frequency of payment, and*
 - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.**

[60] The Landlord must ensure that tenancy agreements are prepared in accordance with the Act.

[61] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

CONCLUSION

[62] The Tenant Application is denied and the Landlord Application is allowed. The Tenant must pay the Landlord rent owing as provided below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must immediately pay the Landlord rent owing, in the amount of \$640.00.

DATED at Charlottetown, Prince Edward Island, this 11th day of July, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.