

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Tenant seeks a return of rent, in the total amount of \$1,625.80.

DISPOSITION

- [3] I find that the Tenant has provided insufficient evidence to establish a claim for a return of rent.

BACKGROUND

- [4] The Unit is a single room rental in a four-bedroom, four-bathroom building ("Residential Property").
- [5] On October 30, 2024 the parties entered into a written, fixed-term tenancy agreement with an end date of April 30, 2025. Rent in the amount of \$700.00 was due on the first day of the month. A \$700.00 security deposit was paid on October 11, 2024.
- [6] On March 20, 2025 the Tenant vacated the Unit.
- [7] On March 21, 2025 the Landlords returned the Tenant's security deposit.
- [8] On May 14, 2025 the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* ("Application") with the Rental Office seeking a return of rent.
- [9] On June 27, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 29, 2025 along with a copy of the Application.
- [10] On July 24, 2025 the Rental Office emailed the parties a 107-page PDF evidence package.
- [11] On July 29, 2025 the Tenant, the Landlords and the translator joined the teleconference hearing. The parties confirmed that they had received the evidence package and that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Must the Landlords return rent to the Tenant?

ANALYSIS & FINDINGS

- [12] For the reasons below, I find that the Tenant has provided insufficient evidence to establish a claim for a return of rent.
- [13] The Tenant is seeking a return of pro-rated rent for ten days in March 2025, in the amount of \$225.80. The Tenant is also seeking two months' return of rent, in the amount of \$1,400.00 because the Landlords allegedly breached the Tenant's right to quiet enjoyment.
- [14] 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.*

- [15] The Tenant's evidence is that there was a misunderstanding and serious accusation made against him by another tenant in the Residential Property. As a result, the other tenant complained to the Landlords. The Landlords contacted the Tenant and threatened that if the Tenant did not vacate the Unit, then the police would be called. The Tenant moved out on March 20, 2025 and was never served an eviction notice. The Tenant stated that he was illegally kicked out by the Landlords. The Tenant is seeking ten-days pro-rated rent for the remaining days in March 2025.
- [16] The Tenant's evidence is also that the Landlords breached his right to quiet enjoyment. The Tenant stated that the Landlords accused him of serious actions. The Landlords demanded that he vacate the Unit. The Tenant stated that he was threatened with an eviction or that the police would be called.
- [17] The Tenant stated that the Landlords were not interested in his complaint letter or side of the events. The Tenant stated that the Landlords harassed, pressured him and caused him emotional harm. The Tenant stated that the Landlords did not show any respect regarding the incident and that the Landlords exaggerated the matter. The Tenant stated that the Landlords would not provide him with a copy of the other tenant's complaint letter.
- [18] The Landlords disputed the Tenant's characterization of the evidence. The Landlords stated that another tenant complained about the Tenant. The Landlords stated that at the time of the complaint they were in China. The Landlords stated that they contacted the Tenant about the complaint and the seriousness of the complaint.
- [19] The Landlords stated that they never served the Tenant an eviction notice and only discussed the possibility. The Landlords stated that they suggested that the best route was for the Tenant to vacate the Unit as soon as possible. The Landlords stated that the Tenant decided to move out on March 20, 2025 without any notice.
- [20] The Landlords stated that they never threatened or harassed the Tenant. The Landlords stated that they returned the Tenant's security deposit and incurred additional expenses such as housing costs for the other tenant and repairs to the Unit caused by damage by the Tenant.
- [21] I have reviewed the evidence and I find that the Tenant provided insufficient evidence to establish a claim for a return of rent.
- [22] I find that the evidence does not support the Tenant's claim that the Landlords threatened to evict or in fact evicted the Tenant. The evidence establishes that the Tenant decided to vacate the Unit on March 20, 2025. The Tenant's decision makes sense given the tension and the situation at the Residential Property. However, the Tenant did not provide the Landlords with sufficient notice as required under the *Act*. Therefore, I find that the Tenant is not entitled to a return of pro-rated rent for March 2025.
- [23] Further, I find that the Tenant has provided insufficient evidence to establish that the Landlords breached the Tenant's right to quiet enjoyment. The evidence establishes that the Landlords responded to a complaint from another tenant. The evidence does not establish that the Landlords' behaviour or inquiries justify a return of rent.
- [24] Finally, I do not have the jurisdiction (authority) to award compensation for personal injury or emotional harm.
- [25] Therefore, the Application is denied.

- [26] I note that the Landlords sent an email to the Rental Office after the conclusion of the teleconference hearing. The Landlords stated that they were seeking \$1,600.00 in compensation against the Tenant.
- [27] I find that the Landlords did not file an application (*Form 2(B) Landlord Application to Determine Dispute*) with the Rental Office. Further, I find that the evidence presented at the hearing does not establish the Landlords' claim.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 4th day of August, 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.