

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Landlord served an eviction notice to the Tenants seeking to end the tenancy based upon non-payment of utilities and damage.

## DISPOSITION

- [3] I find that the Tenants and all occupants must vacate the Unit by the timeline ordered below based upon the eviction notice.

## BACKGROUND

- [4] The Unit is a three-bedroom, two-bathroom upstairs rental unit located in a two rental unit single-family home owned by the Landlord (“Residential Property”).
- [5] On October 24, 2024, the parties signed a written, fixed-term *Form 1 Standard Form of Tenancy Agreement* from October 25, 2024 to October 31, 2025 (“Tenancy Agreement”). Rent in the amount of \$2,300.00 is due on the first day of the month. The Tenants were responsible for 75% of the utilities cost. However, the parties agreed to reduce the share to 72% beginning in January 2025.
- [6] The Tenancy Agreement stated that the utilities costs included: oil, electricity, water & sewer, communication, grass cutting, and snow removal. However, the only utilities costs the Landlord is seeking is oil and electricity.
- [7] On October 25, 2025 the Tenants paid the Landlord a \$2,300.00 security deposit.
- [8] The financial arrangement between the parties is that the rent and the utilities were paid by the Tenants’ social worker directly. The Landlord would send the social worker and the Tenants the invoice each month for the utilities cost.
- [9] On June 27, 2025 the Landlord served the Tenants with an older version of the *Form 4(A) Eviction Notice* with a vacate date of July 30, 2025 for non-payment of utilities and damage to the Unit (“Notice”). This version of the Notice does not have a space for the particulars of termination. However, the Tenants stated that they were aware of the reason for damage alleged by the Landlord.
- [10] On July 9, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office disputing the Notice, which will be determined in this decision. The Tenant Application was amended on July 11, 2025 and included a claim against the Landlord for compensation in the amount of \$25,000.00, which is determined in Order LD25-294.
- [11] On July 22, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office seeking claims against the Tenants for unpaid utilities, in the amount of \$2,036.62, compensation for damage, in the amount of \$2,414.00 and earlier termination of the Tenancy Agreement, which is determined in Order LD25-294.
- [12] On July 24, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for August 5, 2025, along with a copy of the Tenant Application and the Landlord Application.
- [13] On July 31, 2025 the Rental Office emailed the parties a 126-page PDF evidence package.

- [14] On August 5, 2025 the Tenants and the Landlord participated in a teleconference hearing. The parties confirmed receipt of the evidence package and the parties confirmed that all evidence submitted to the Rental Office was included.
- [15] During the teleconference hearing, the Landlord withdrew the earlier termination request.
- [16] The parties were permitted to submit additional evidence. The Tenants made three email submissions and the Landlord made three email submissions. All six submissions were forwarded to the other party.

## ISSUE

- A. Must the Tenants and all occupants vacate the Unit due to the Notice?

## ANALYSIS

### Legal Basis

- [17] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notice.
- [18] In Order LR24-64 the Island Regulatory and Appeals Commission made the following comment regarding a landlord seeking to end a tenancy (paragraph 21):

*“The termination of a tenancy is a serious matter and accordingly a Landlord seeking to evict a tenant must put forward compelling evidence...”*

- [19] In this case, the Landlord seeks to end the Tenancy Agreement under clauses 60(6) and 61(1)(f) of the Act, which state:

- (6) *A landlord may treat unpaid utility charges as unpaid rent and may give a notice of termination under this section where*
- (a) *a tenancy agreement requires the tenant to pay utility charges to the landlord; and*
- (b) *the utility charges are unpaid more than one month after the tenant is given a written demand for payment of them.*
- (1) *A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*
- (f) *the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property.*

- [20] For the reasons below, I find that the Landlord has established a valid basis for ending the Tenancy Agreement.

### Determination

- [21] The first reason stated on the Notice is non-payment of utilities, in the amount of \$2,100.00.
- [22] Subsection 60(6) of the Act requires that the Tenants pay the utility charges to the Landlord in the Tenancy Agreement. The evidence establishes that utility charges are the responsibility of the Tenants stated in the Tenancy Agreement.

- [23] Subsection 60(6) of the Act also requires the Landlord to give the Tenants written demand for payment one month before an eviction notice is served. The evidence establishes that the Landlord asked for payment and an update to the status of payment on February 13 and March 10, 2025. The Notice was not served until June 27, 2025.
- [24] However, I find that the Landlord provided insufficient evidence to establish the amount owed by the Tenants for unpaid utilities. An essential part of section 60 terminations is that a tenant has an opportunity to invalidate the eviction notice by paying the amount outstanding within ten days of being served (see clause 60(4)(a)).
- [25] The parties did not dispute that there may be utilities costs outstanding, however, the parties disputed the amount owed.
- [26] In this case, the parties' provided conflicting evidence about the amount that was outstanding for utilities. The Notice stated that the Tenants owed \$2,100.00. However, the Landlord submitted evidence, which stated that the Tenants owe \$2,036.62. The Tenants' social worker submitted evidence of numerous invoices with handwritten notes, which stated "*paid*" and provided "*invoice #s and PO#s.*"
- [27] Further, the social worker stated in an email response:
- "With that being said, our outcomes look very different, [Landlord]. I will need to see all of the bills and what the other tenant(s) have paid, any amounts that you paid, any discounts that were given from the companies themselves and what you received from us so that I can see where the errors lie. I also request that they are the full statements and not the condensed email version that is sent to either IP or ME."*
- [28] Based upon the evidence provided, I find that there is insufficient evidence to warrant the termination of the Tenancy Agreement due to subsection 60(6) of the Act. The parties' evidence, particularly, the invoices, receipts and payments do not corroborate with the Landlord's oil and electric account statements.
- [29] The second reason stated on the Notice is unreasonable damage to the Unit.
- [30] The Landlord stated that the Tenants clogged one of the Unit's toilets with baby wipes, which resulted in over flow and significant water damage to the Unit's floor and overall Residential Property. The Landlord submitted photographs, a plumber's invoice and an Initial Site Report from First Onsite.
- [31] The Initial Site Report dated June 20, 2025, stated:
- "Cause of loss:  
Upstairs tenant had clogged toilet and repeatedly flushed the toilet causing water to over flow and travel downstairs into the basement unit. This affected the tile on the main level in the bathroom, casings + baseboards and the vanity. In the basement, ceiling and wall drywall, laminate flooring and kitchen cabinets have been affected."*
- [32] The plumber's invoice dated June 23, 2025 stated:
- "Augered plugged sewer line plugged with baby wipes."*
- [33] The Landlord stated that the Tenants failed to report the incident in a timely manner. The Landlord stated that the other tenants below the Unit contacted him about a wet ceiling. The Landlord stated that the Tenants improperly disposed for baby wipes, which caused blockages in the drainage system. The Landlord stated that the insurance quoted \$10,000.00 to repair the damage.

- [34] The Tenants denied flushing baby wipes down the toilet and over flowing the toilet. The Tenants stated that once the blockage was noticed the bathroom door was shut and was not used again. The Tenant stated that the plumber arrived and fixed the problem.
- [35] The Tenants stated that the toilet had an ongoing clogging issue. The Tenants stated that the plumber described the issue with the toilet as having a lazy flush.
- [36] Based upon the evidence provided, I find that the Landlord has provided sufficient evidence to warrant the termination of the Tenancy Agreement under clause 61(1)(f) of the *Act*.
- [37] I find that the Landlord provided objective and direct evidence from two separate professionals describing the damage and the cause of the damage. Despite the Tenants' disputing the Landlord's evidence, the Tenants did not provide their own objective and direct evidence from a professional. The Tenants only provided oral testimony from what a plumber told them, and did not submit their own third-party assessment.
- [38] I am satisfied that there is a valid justification for ending the tenancy on the Notice.
- [39] Therefore, the Notice is valid and the Tenant Application is denied, in part.

### IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on August 31, 2025.
2. The Tenants and all occupants must vacate the Unit by this time and date.
3. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.

**DATED** at Charlottetown, Prince Edward Island, this 11th 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 **7 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.