

## INTRODUCTION

- [1] This decision determines two application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Tenants seek compensation in the amount of \$25,000.00.
- [3] The Landlord seeks an order against the Tenants for unpaid utilities, in the amount of \$2,036.62 and compensation for damage, in the amount of \$2,414.00. The Landlord also seeks earlier termination of the tenancy.

## DISPOSITION

- [4] The Tenants provided insufficient evidence to establish a claim for compensation.
- [5] The Landlord has established a claim against the Tenants for damage, in the amount of \$2,414.00.
- [6] The Landlord will keep the Tenants' security deposit, including interest in the amount of \$2,344.74. The Tenants will pay the Landlord the remaining balance of \$69.26 by the timeline below.

## BACKGROUND

- [7] 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").
- [8] 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.
- [9] 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.
- [10] On October 25, 2025 the Tenants paid the Landlord a \$2,300.00 security deposit.
- [11] 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.
- [12] 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.
- [13] 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 Order LD25-293. 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 this decision.
- [14] 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 this decision.

- [15] 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.
- [16] On July 31, 2025 the Rental Office emailed the parties a 126-page PDF evidence package.
- [17] 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.
- [18] During the teleconference hearing, the Landlord withdrew the earlier termination request.
- [19] 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.

## ISSUES

- A. Have the Tenants established a valid claim against the Landlord for compensation?
- B. Has the Landlord established valid claims against the Tenants for unpaid utilities and damage?

## ANALYSIS

### A. Have the Tenants established a valid claim against the Landlord for compensation?

- [20] The Tenants seek compensation against the Landlord for harassment and breach of quiet enjoyment, in the amount of \$25,000.00.
- [21] For the reasons below, I find that the Tenants provided insufficient evidence to establish a claim for compensation.
- [22] 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.*

- [23] The Tenants stated that the Landlord has harassed them with many text messages and emails asking for money. The Tenants stated that the Landlord also told them that he was moving back into the Unit and that they were required to leave by end of July 2025.
- [24] The Tenants stated that the Landlord blamed them for the water damage and toilet clogging. The Tenants submitted text messages and emails from the Landlord into evidence.
- [25] The Landlord disputed the Tenants' evidence. The Landlord stated that the Tenants owe him money and that he has messaged the Tenants for payment or to receive an update about the payments. The Landlord stated that he tried to accommodate the Tenants and give them time to make the payments or to talk with their social worker.

- [26] The Landlord stated that he did not serve an eviction notice for own use because the non-payment of the utilities and then the damage happened. The Landlord stated that any other communication with the Tenants were regarding complaints from other tenants or requesting the Tenants do a task, which is their responsibility under the Tenancy Agreement.

**Determination**

- [27] I find that the Tenants provided insufficient evidence to establish a claim for compensation.
- [28] I find that the evidence, namely the text and email correspondence between the parties, does not amount to harassment or a breach of quiet enjoyment. I find that the Tenants owed money to the Landlord. The Landlord has reasonable grounds to message the Tenants seeking payment or a status update on the payments.
- [29] The text and email correspondence between the parties not related to money are related to complaints or concerns regarding the Residential Property. I do not find such correspondence amount to harassment or a breach of quiet enjoyment.
- [30] The Tenant Application is denied.

**B. Has the Landlord established valid claims against the Tenants for unpaid utilities and damage?**

- [31] The Landlord is seeking \$2,036.62 for unpaid utilities and the Landlord is also seeking \$2,414.00 in compensation for damage.
- [32] The Landlord's total claim is \$4,450.62.
- [33] For the reasons below, I find that the Landlord has provided sufficient evidence to establish a damage claim in the amount of \$2,414.00.
- [34] In Order LD25-293, I also found that there was insufficient evidence to determine the amount the Tenants owe to the Landlord for unpaid utilities. For that reason, I unable to award the Landlord compensation for unpaid utilities.
- [35] In Order LD25-293, I found that the Tenants were responsible for unreasonable damage to the Unit.
- [36] The Landlord is seeking \$2,000.00 in compensation for the deductible paid for the damage and \$414.00 for the invoice paid for the plumbing services.
- [37] I find that the Landlord has established a valid claim against the Tenants for compensation in the amount of \$2,414.00 due to unreasonable damage caused to the Unit.
- [38] The parties agreed that the security deposit, including interest could be considered in offsetting any monetary claims.
- [39] I find that the Landlord will keep the Tenants' security deposit, including interest in the amount of \$2,344.74.
- [40] The Tenants will pay the Landlord the remaining balance in the amount of \$69.26 by the timeline below.
- [41] The Landlord Application is allowed in part.

**IT IS THEREFORE ORDERED THAT**

1. The Landlord will keep the Tenants' security deposit, including interest, in the amount of \$2,344.74.
2. The Tenants will pay the Landlord the amount of \$69.26 by August 31, 2025.

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

(sgd.) Cody Burke

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**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.