

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Tenants filed an application seeking compensation in the amount of \$4,000.00 for breach of quiet enjoyment, moving and legal costs, emotional distress and discrimination.

DISPOSITION

- [3] The Tenants have not established a valid claim for compensation and I do not have the jurisdiction to consider the Tenants' claim for emotional distress and discrimination.

BACKGROUND

- [4] The Unit is a four-bedroom, two-bathroom townhouse. There are a total of eight townhouses with two separate provincial IDs ("PIDs") ("Residential Property"), owned by the Landlord.
- [5] On March 28, 2025 the parties entered into a written, fixed-term tenancy agreement for the period of April 1, 2025 to March 31, 2026. A security deposit of \$1,700.00 was paid at the beginning of the tenancy. Rent in the amount of \$1,700.00 is due on the first day of the month.
- [6] On June 23, 2025 the Landlord's representative ("Representative") served the Tenants with the first *Form 4(A) Eviction Notice* with an effective date of July 31, 2025 ("First Notice") for disturbing and/or endangering others.
- [7] On July 3, 2025 the Representative served the Tenants with a second *Form 4(A) Eviction Notice* with an effective date of July 23, 2025 ("Second Notice") for non-payment of July's rent, in the amount of \$1,700.00.
- [8] Collectively, the First Notice and the Second Notice are referred to as the "Notices."
- [9] On July 3, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* ("Tenant Application") with the Rental Office disputing the Notices, which is determined in Order LD25-327. The Tenant Application also seeks compensation, which is determined in this decision.
- [10] On July 24, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* ("Landlord Application") with the Rental Office seeking vacant possession of the Unit and for Sheriff Services to put the Landlord in possession, which is determined in Order LD25-327.
- [11] Collectively, the Tenant Application and the Landlord Application are referred to as the "Applications."
- [12] On August 11, 2025 the Rental Office emailed the parties notice of a teleconference hearing, scheduled for September 2, 2025, along with copies of the Applications.
- [13] On August 29, 2025 the Rental Office emailed the parties a 93-page PDF evidence package.
- [14] On September 2, 2025 the teleconference started for determination of the Applications. One of the Tenants joined the teleconference representing the Tenants. The Representative joined the teleconference hearing with a witness.
- [15] The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Have the Tenants established valid compensation claims against the Landlord?

ANALYSIS

- [16] The Tenants are seeking compensation in the amount of \$4,000.00 for breach of quiet enjoyment, moving and legal costs, emotional distress and discrimination.

Improper Legal Threat & Disruption of Tenancy

- [17] The Tenants are seeking \$1,700.00 in compensation for the Landlord wrongfully serving the Tenants an eviction notice. The Tenants stated that the eviction notice created an immediate threat to their housing security, and violating their right to peaceful enjoyment under the *Act*.
- [18] I find that the Tenants' evidence does not establish this claim.
- [19] The *Act* gives a landlord the right to serve a tenant an eviction notice on the approved form, for a reason permitted under the *Act*. A tenant has the right under the *Act* to dispute an eviction notice and the reasons contained in the eviction notice.
- [20] In this case, despite the Tenants disputing the validity of the reasons contained in the eviction notices, the Landlord has a right under the *Act* to serve an eviction notice.
- [21] I find that the Tenants have not provided sufficient evidence to establish that the Landlord contravened the *Act* or the tenancy agreement which justify compensation. This claim is denied.

Emergency Relocation Planning & Legal Consultation

- [22] The Tenants are seeking \$1,000.00 in compensation for the Landlord threatening to evict them. The Tenants stated that they were forced to seek legal guidance and begin preparing for potential relocation at their own expense.
- [23] For the same reasons above, I find that the Tenants' evidence does not establish this claim.
- [24] Further, I note that the Tenant stated that the compensation is an estimate and that the \$1,000.00 is not an expense incurred. Generally, to award such expenses under the *Act* these expenses must have been incurred by the Tenants (see clause 85(1)(d) of the *Act*). This claim is denied.

Emotional Distress & Discrimination

- [25] The Tenants are seeking \$1,300.00 in compensation for emotional distress due to the eviction notice being served, which caused anxiety, loss of sleep, stress and fear of unjust removal from their home. Further, the Tenants are seeking compensation due to discrimination against having a service animal.
- [26] I find that I do not have the jurisdiction (authority) to consider or award the Tenants these claims.
- [27] In the Island Regulatory and Appeals Commission's Order LR24-05 (paragraph 12) the following was 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."

- [28] 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.
- [29] In these circumstances, I find that I do not have the authority under the *Act* to consider the Tenants' claims for emotional distress and discrimination. Therefore, these claims are denied.
- [30] The Tenant Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Tenant Application is denied.

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