

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant seeks compensation of \$1,315.85.

## DISPOSITION

- [3] The Tenant's compensation claim is denied.

## BACKGROUND

- [4] The Unit is a multi-bedroom home that the Landlord owns.
- [5] On March 1, 2021, the Landlord and the Tenant entered into a written fixed-term tenancy agreement for the Unit. The tenancy agreement then continued on a month-to-month basis. Rent is \$1,700.00, due on the first day of the month. On February 25, 2021, a \$1,700.00 security deposit was paid.
- [6] On July 17, 2025, the parties participated in an earlier Rental Office hearing. The Landlord was ordered to pay the Tenant \$8,300.00 because of two unauthorized rent increases, and the Tenant's rent was set at \$1,700.00 (Order LD25-264).
- [7] On July 24, 2025, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* with a vacate date of August 31, 2025, for repeatedly late rent payments (the "First Notice").
- [8] On July 28, 2025, the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* (the "First Application") with the Rental Office, disputing the First Notice.
- [9] On July 28, 2025, the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* (the "Second Application") with the Rental Office seeking compensation.
- [10] On August 12, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for September 4, 2025.
- [11] On August 22, 2025, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* with a vacate date of October 1, 2025, for repeatedly late rent payments (the "Second Notice").
- [12] On August 22, 2025, the Landlord served the Tenant with a third *Form 4(A) Eviction Notice* with a vacate date of October 1, 2025, for subletting the Unit without the Landlord's consent (the "Third Notice").
- [13] On August 27, 2025, the Rental Office sent the parties an evidence package.
- [14] On August 29, 2025, the Tenant filed a third *Form 2(A) Tenant Application to Determine Dispute* (the "Third Application") with the Rental Office, disputing the Second and Third Notices.
- [15] On September 3, 2025, the Rental Office sent the parties a supplementary evidence package.
- [16] On September 4, 2025, the Tenant, the Landlord, the Landlord's representative, and the Landlord's witness participated in a teleconference hearing. The parties confirmed that all the evidence submitted to the Rental Office was included in the evidence packages.
- [17] After the hearing, the Tenant provided an additional submission, which was shared with the Landlord. No further submissions were received.

**ISSUE**

- A. Must the Landlord compensate the Tenant?

**ANALYSIS**

- [18] In Order LD25-333, it was determined that the Tenant sublet the Unit without the Landlord's consent to the Landlord's witness ("DC") and other individuals.
- [19] The Tenant stated that the tenancy agreement states that water is an included service, and he should be reimbursed for the \$515.85 in water bills he has paid. He stated there is also an outstanding balance of \$800.00, which needs to be paid.
- [20] The Tenant stated that it should not matter if the other individuals living in the Unit are using the water, as water is an included service. He stated that water consumption actually decreased from the previous period, from when the Landlord asked the Tenant to begin paying for the water bills.
- [21] The Tenant stated that he had a car detailing business at the Unit between 2023 and 2024. The city instructed him to shut down the business because the Unit was not zoned for this type of business. He stated that he used water for washing cars as part of his car detailing business.
- [22] The Landlord stated that he had asked the Tenant to take over paying the water bill because of increased water usage at the Unit. The Tenant agreed to take over the water bill around April 2024. The Landlord stated that he now knows the increased water usage was because of the subtenants and car detailing business at the Unit.
- [23] DC stated that he witnessed the Tenant using the Unit's water to operate a car detailing business at the Unit.
- [24] Subsection 21(1) of the Act states:
- A landlord shall not terminate or restrict a service or facility if*  
*(a) the service or facility is reasonably related to the tenant's use and enjoyment of the rental unit as living accommodation; or*  
*(b) the service or facility is a term of the tenancy agreement.*
- [25] I agree with the Tenant that water is an included service in the tenancy agreement. However, I find that the agreement was based upon the Tenant being the sole occupant of the Unit. The evidence establishes that the Tenant had several unauthorized subtenants living in the Unit since the beginning of the tenancy, and an unauthorized car detailing business during part of the tenancy, both of which would have increased the Unit's water consumption.
- [26] The Tenant submitted 10 water bill statements from between April 2023 and July 2025 as evidence. I have calculated the average cost per bill for one occupant, which is what the tenancy agreement is based upon. Upon review of the average cost for one occupant, I find that the Landlord has paid significantly more than \$515.85 for the additional water consumption during this time period.
- [27] I further note that this does not take into account any water bills the Landlord paid from the beginning of the tenancy until April 2023.
- [28] I make no finding regarding the outstanding \$800 bill, as neither party has paid it.
- [29] Based on the evidence, I find that the Tenant has not established that the Landlord must compensate the Tenant.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant's compensation claim is denied.

**DATED** at Charlottetown, Prince Edward Island, this 10th day of September, 2025.

(sgd.) Mitch King

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**Mitch King**  
**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.