

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Tenant is seeking compensation in the amount of \$9,500.00 for breach of quiet enjoyment, failure to repair, moving costs, electricity deposit and out of pocket expenses.

DISPOSITION

- [3] I find that the Tenant has established a claim in the total amount of \$2,500.00.
- [4] The Landlord has established rent owing and electricity claims, in the amount of \$7,973.56. The Tenant's claim is offset from this amount.
- [5] The Tenant must pay the Landlord \$5,473.56 by the timeline below.

BACKGROUND

- [6] The Unit is a two-bedroom, one-bathroom, single-family home owned by the Landlord.
- [7] On April 6, 2025, the parties entered into an oral, monthly tenancy agreement for the Unit. Rent in the amount of \$1,250.00 is due on the first day of the month. The included services, particularly electricity, is disputed by the parties. A \$1,250.00 security deposit was required. The parties dispute whether the security deposit was paid.
- [8] On July 15, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of July 25, 2025 ("Notice") for non-payment of May and June 2025's rent, utilities and the security deposit.
- [9] The correct effective date is August 4, 2025, which is automatically changed under section 54 of the *Act* to comply with the minimum notice period in subsection 60(3).
- [10] On July 22, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* ("Application") with the Rental Office disputing the Notice, which is determined in Order LD25-339. On August 4, 2025, the Application was amended. The Application also seeks compensation, which is determined in this decision.
- [11] On August 7, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for September 4, 2025.
- [12] On August 12, 2025, the Tenant was permitted an adjournment of the September 4, 2025, teleconference hearing. The Rental Office emailed the parties an updated notice of teleconference hearing scheduled for September 8, 2025.
- [13] On September 4, 2025, the Rental Office made available to the parties 280-pages and 4-video-recording evidence package via TitanFile.
- [14] On September 5, 2025, the Rental Office emailed the parties a 61-page supplementary evidence package.
- [15] On September 8, 2025, the Tenant, the Tenant's witness ("G.B."), the Landlord and the Landlord's representative joined the teleconference hearing for determination of the Application. The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package and the supplementary evidence package.

- [16] During the teleconference hearing, I requested the parties submit additional documentary evidence.

Landlord Post-Hearing Additional Evidence

- [17] On September 9, 2025, the Landlord submitted an email, which included text and six screenshots. The additional evidence was forwarded to the Tenant.
- [18] On September 10, 2025, the Landlord submitted another email with text and four photographs. This email and its contents was not accepted into evidence and was not forwarded to the Tenant.

Tenant Post-Hearing Additional Evidence

- [19] On September 9, 2025, the Tenant submitted three emails, which included text and 20 photographs attached. The additional evidence was forwarded to the Landlord.
- [20] On September 10, 2025, the Tenant submitted two more emails with text, no photographs or attachments were included. These two emails and its contents were not accepted into evidence and were not forwarded to the Landlord.

ISSUE

- A. Has the Tenant established compensations claims against the Landlord?

ANALYSIS

- [21] The Tenant is seeking compensation in the amount of \$9,500.00 for breach of quiet enjoyment, failure to repair, moving costs, electricity deposit and out of pocket expenses, calculated as follows:

Item	Amount
Breach of quiet enjoyment & condition of the Unit	\$1,250.00
Moving expenses	\$5,516.00
Electricity deposit	\$300.00
Compensation for out of pocket repairs	\$2,434.00
Total	\$9,500.00

Breach of quiet enjoyment & condition of the Unit

- [22] The Island Regulatory and Appeals Commission ("Commission") in Order LR25-41 commented on the evidence required to establish a compensation claim based upon the condition of a rental unit (paragraph 44):

"In order to support such a request, the Commission would either need persuasive evidence that he did not receive the benefit of what the tenancy agreement provided or evidence of loss due to the condition of the Rental Unit."

- [23] Clause 28(1) of the Act states:

A landlord shall provide and maintain the residential property in a state of repair that
(a) complies with the health, safety and housing standards required by law; and
(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

- [24] Included in the evidence was an Environmental Health Report ("Report") dated August 28, 2025.

- [25] The Report details requirements and recommendations for the Landlord to be completed by October 4, 2025.
- [26] The Landlord stated that she did not start the work yet, however, plans to shortly.
- [27] The Landlord submitted numerous invoices, receipts and a Home Inspection Report dated June 16, 2024 into evidence. The Landlord stated that a lot of work, renovations and inspections were completed on the Unit in March 2025, before the Tenant moved into the Unit.
- [28] The Tenant stated that since she moved into the Unit, there have been an issue with beetles. The Tenant stated that the Unit is in poor condition and that the condition of the Unit has led to health issues. The Tenant stated that the Report outlines many of her complaints and that the Landlord will not fix the issues.
- [29] The Tenant stated that the Landlord will regularly text message and show up to the Unit without proper notice.
- [30] I find that the evidence establishes that the Landlord failed to repair and maintain the Unit, as required under the *Act*.
- [31] The Report finds numerous issues with the Unit. I find that the Report along with the Tenant's documentary and video evidence establish that the Unit is in a poor condition.
- [32] The Tenant is seeking compensation in the amount of \$1,250.00.
- [33] I note that the Tenant continued to live in the Unit. However, throughout the duration of the tenancy, the Unit's condition was poor and not properly maintained to comply with the health, safety and housing standards required under the *Act*.
- [34] Particularly, I find that the Tenant's evidence establishes that the beetle infestation to be quite troublesome. This would have resulted in the restricted use, the enjoyment and the overall safety of the Unit. As a result, I find that there was a devalue of the Unit's habitability and the tenancy.
- [35] Therefore, I find that the Tenant has established a valid claim. I accept the Tenant's \$1,250.00 request based on an award of \$208.33 per month (APR-SEP 2025).

Moving expenses

- [36] The Tenant is seeking \$5,516.00 in moving expenses due to the Notice.
- [37] I find that the Tenant has not established a valid claim for moving expenses.
- [38] First, I find that the Tenant has not moved out of the Unit and has not incurred any moving expenses. The Tenant's evidence is based upon an estimated number. I do not find this amount to be supported by the evidence.
- [39] Second, I find that the *Act* provides the Tenant with a remedy for moving expenses if given an eviction notice for a specific reason. I find that in this case, the reason for ending the tenancy is for non-payment of rent. This reason for eviction does not trigger a remedy for moving expenses for a tenant.
- [40] Therefore, I find that this claim is denied.

Electricity deposit

- [41] The Tenant is seeking compensation for their electricity deposit, in the amount of \$300.00.

- [42] I find that the Tenant has not establish a valid claim for compensation for the electricity deposit.
- [43] In Order LD25-339, I found that electricity was the Tenant's responsibility. The evidence established that the electricity was in the Landlord's name and then in July 2025, the electricity was transferred to the Tenant's name. The Tenant was required to pay Maritime Electric a deposit.
- [44] I find that this is a deposit matter between the Tenant and Maritime Electric. The evidence does not establish that this is an expense that the Landlord must reimburse the Tenant.
- [45] This claim is denied.

Compensation for out of pocket repairs

- [46] The Tenant is seeking compensation for out of pocket expenses for repairs, in the amount of \$2,434.00.
- [47] The Tenant submitted into evidence two invoices for \$1,112.00 dated May 22, 2025 and \$1,322.00 dated June 11, 2025.
- [48] The Tenant stated that she paid for these repairs out of pocket.
- [49] The Landlord stated that she did agree to have the Tenant arrange for some work on the Unit. The Landlord stated that the Tenant asked for free rent in April 2025. The Landlord stated she agreed and that is why she was not seeking rent for April 2025 in the Notice.
- [50] The Tenant disputed the Landlord's above testimony. The Tenant stated that the agreement was originally for the security deposit, however, the Tenant stated that she paid the security deposit in cash on April 8, 2025.
- [51] I find that the evidence establishes that the parties had some agreement, which the Tenant would arrange for some work for the Unit, and the Landlord would effectively not collect \$1,250.00 from the Tenant (whether that was the security deposit or April's rent).
- [52] I do not accept the Tenant's \$2,434.00 amount. Particularly, I do not find the invoices on their own persuasive. There are no corroborating documents to establish payment such as a receipt, e-transfer, etc. Further, there is no HST attributed to the invoice and it appears the handyman who completed the work also signed the invoice. It would have been helpful to have this individual appear at the hearing and provide direct evidence regarding the reliability of these invoices.
- [53] Despite my concerns regarding the documentary evidence, I find that the Landlord's evidence corroborates that there was an agreement for \$1,250.00. Therefore, I find that the Tenant has established a claim, in the amount of \$1,250.00.
- [54] The Tenant's total claim is \$2,500.00 (\$1,250.00 (condition of the Unit) + \$1,250.00 (Tenant's repairs)).

Rent Owing

[55] In Order LD25-339, I found that the Tenant owed the Landlord rent for April 2025, May 2025, June 2025, July 2025, August 2025, pro-rated rent for September 2025 and unpaid electricity bills.

[56] Clause 85(1)(b) of the *Act* states:

After hearing an application, the Director may make an order
(b) *directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord.*

[57] The evidence establishes that the Tenant owes the Landlord rent and unpaid utilities.

[58] The Landlord's rent owing and unpaid electricity claim, totals \$7,973.56.

[59] The Tenant's established claims for compensation will offset the amount owed to the Landlord.

[60] I find that the Tenant will pay the Landlord the outstanding balance, calculated as follows:

Item	Amount
Rent owed (APR to AUG 2025) (\$1,250.00 x 5 months)	\$6,250.00
September pro-rated rent (23 days divide 30 days x \$1,250.00)	\$958.33
Electricity	\$765.23
Offset Tenant's claim	(\$2,500.00)
Total	\$5,473.56

CONCLUSION

[61] The Application is allowed, in part.

[62] The Tenant will pay the Landlord the outstanding balance, in the amount of \$5,473.56 by the timeline below.

[63] I have not offset the security deposit against the parties' established claims because there is insufficient evidence to determine whether or not the security deposit was in fact paid.

Entry to the Unit

[64] Part of the Tenant's complaint included allegations that the Landlord or agents of the Landlord would show up to the Unit unannounced and without notice.

[65] I remind the Landlord that a tenant has a right to quiet enjoyment, which includes reasonable privacy under section 22 of the *Act*.

[66] Further, section 23 of the *Act* outlines the Landlord's right to enter a rental unit and its restrictions.

[67] The Landlord should ensure that she is familiar with and complies with these provisions of the *Act*.

[68] However, I find that there is insufficient evidence to justify a monetary award to the Tenant for this complaint.

Tenancy agreement

- [69] Another complaint of the Tenant was that the tenancy agreement was not in writing and that the Landlord did not provide a copy to the Tenant.
- [70] Section 11 of the *Act* requires a landlord to prepare a written tenancy agreement. A copy of the *Form 1 – Standard Tenancy Agreement* can be found on the Rental Office's website.
- [71] Further, the *Act* also requires that a landlord give a copy of the tenancy agreement to the Tenant within 10 days of entering into the tenancy agreement.
- [72] The Landlord should ensure that she is familiar with and complies with these provisions of the *Act*.
- [73] However, I find that this complaint does not justify a monetary award to the Tenant.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$5,473.56 by November 17, 2025.

DATED at Charlottetown, Prince Edward Island, this 16th 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.