

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks compensation for damage to the Unit in the total amount of \$541.12.

DISPOSITION

- [3] The Tenant must pay the Landlord \$541.12 by the timeline below.

BACKGROUND

- [4] The Unit is an apartment in a 22-unit converted motel (the "Residential Property").
- [5] On February 12, 2025, the parties signed a written, monthly tenancy agreement for the Unit, beginning February 17, 2025. Rent in the amount of \$1,095.00 is due on the first day of the month. The parties dispute the amount the Tenant paid for the security deposit.
- [6] On October 22, 2025, the Landlord served the Tenant with a Form 4(A) Eviction Notice effective November 30, 2025, for causing damage to the rental unit (the "Notice"). At the hearing, the Tenant confirmed that she received the Notice on October 22, 2025.
- [7] The particulars of termination state:
- "[The Landlord] is moving to evict due to damages done to the toilet which required a full replacement of the toilet. Our plumber broke his auger attempting to repair the toilet, and upon replacement of the toilet, we uncovered that a vape, burnt pieces of wood, wet wipes, and a hair comb were jammed into the toilet."*
- [8] On December 2, 2025, the Landlord's representative (the "Representative") filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in Order LD26-027. The Tenant confirmed that she received a copy of the Application on the same date.
- [9] In Order LD26-027, I have found that tenancy between the parties will end on January 29, 2026.
- [10] The Landlord also seeks an Order to retain the security deposit and additional compensation, which is determined in this Order. However, as the tenancy has not yet ended, I will only make a determination regarding the Landlord's request for compensation.
- [11] On December 12, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 13, 2026.
- [12] On January 7, 2026, the Rental Office emailed the parties a 21-page PDF evidence package.
- [13] On January 12, 2026, at the Tenant's request, the hearing was postponed to January 15, 2026. An updated notice of hearing was sent to the parties on January 12, 2026.
- [14] On January 15, 2026, before the hearing, I sent the parties a copy of the tenancy agreement, which had inadvertently been omitted from the evidence package.

- [15] On January 15, 2026, the Representative, the Tenant, and the Tenant's witness participated in a teleconference hearing. The Representative confirmed that all evidence submitted to the Rental Office, except the tenancy agreement, was included in the evidence package. The Tenant did not submit any documents to the Rental Office
- [16] The parties were given until January 19, 2026, to make additional submissions; however, neither party provided any.

ISSUE

- A. Must the Tenant compensate the Landlord?

ANALYSIS

- [17] The Representative stated that on October 3, 2025, the Tenant contacted the Landlord to report that her toilet was clogged. A Landlord employee visited the Unit that day and attempted to unclog the toilet with an auger, but it broke. The employee determined that the toilet would need to be replaced. The employee returned later that day to replace the toilet; however, the employee was unable to access the Unit because the Tenant had the only keys.
- [18] The Representative stated that on October 13, 2025, the Landlord employee returned to the Unit and replaced the toilet. The employee broke open the old toilet and found a comb, flushable wipes, a vape, and burnt wood inside, which he determined caused the clog.
- [19] The Representative stated that the employee had told him he found a vape in the toilet; however, the employee did not note this in his written records. Photographs of the broken toilet and a plumbing invoice for \$541.12 (\$240.00 for labour and \$230.54 for parts plus HST) were submitted as evidence.
- [20] The Representative stated that he called the Tenant to speak about the clogged toilet. He stated that the Tenant told him that the Tenant's witness and another individual had access to the Unit during that time period, as she had been away; however, she denied that she caused the clog.
- [21] The Tenant stated that she contacted the Landlord because her toilet and sink were clogged. She stated that the toilet only clogged once and that she unclogged it with a plunger before the Landlord's employee attended the Unit.
- [22] The Tenant stated that she did not clog the toilet. She stated that she does not vape or use flushable wipes. She stated she is unsure about the comb. She stated that the previous tenants vaped and had a child, so the vape and wipes might have been due to their actions. She stated there was no vape noted in the Landlord employee's notes or in the Landlord's photographs.
- [23] The Tenant stated that only the Tenant's witness had access to the Unit, as she had been away for seven days around the time the clog occurred. The Tenant's witness stated that the toilet worked when he was looking after the Unit.
- [24] Subsections 28(4) and (5) of the Act state:

(4) A tenant of a rental unit shall repair, in a good and professional manner, undue damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(5) A tenant is not required to make repairs for reasonable wear and tear to the rental unit or common areas of the residential property.

- [25] I find that the Landlord has provided sufficient evidence, specifically the Landlord's photographs and documentary evidence, to establish that the Tenant, or a person permitted on the Residential Property by the Tenant, caused undue damage to the Unit and that the Tenant failed to repair the damage in a good and professional manner. I further find that the damage to the Unit would not be considered reasonable wear and tear.
- [26] I note that the Tenant has lived in the Unit since February 17, 2025. I find that the Tenant has not established that the previous tenants of the Unit caused the clogged toilet. I am not satisfied that the items found in the toilet would have remained there since February 17, 2025, and that they only clogged the toilet in October 2025.
- [27] Additionally, despite the Tenant stating that she provided another individual with access to the Unit while she was away, the Tenant would still be responsible for the actions of persons permitted in the Unit by the Tenant under subsection 28(4).
- [28] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$541.12 by February 20, 2026.

DATED at Charlottetown, Prince Edward Island, this 22nd day of January, 2026.

(sgd.) Mitch King

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.