

## INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant seeks a copy of the tenancy agreement, a return of an overpayment of the security deposit, a determination of a contravention of the Act, plus additional compensation, for a total claim of \$51,600.00.
- [3] The Landlord seeks to keep the security deposit, rent owing, utilities, and additional compensation for a total claim of \$3,423.00.

## DISPOSITION

- [4] The Landlord must pay the Tenant \$2,149.42 by the timeline below.

## BACKGROUND

- [5] On March 30, 2025, the parties entered into an oral tenancy agreement for the Unit, effective May 1, 2025, with no fixed end date. Rent of \$1,000.00 was due on the first day of the month. The Tenant paid the Landlord a \$500.00 security deposit. The Tenant also paid the Landlord \$1,000.00 for the last month of the tenancy.
- [6] On July 26, 2025, the parties signed a written monthly tenancy agreement (the "Tenancy Agreement").
- [7] On August 5, 2025, the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* effective August 31, 2025, for failing to pay rent of \$500.00, for being repeatedly late in paying rent, for permitting an unreasonable number of occupants in the rental unit, damaging the unit, not repairing damage to the unit, knowingly giving false information about the unit, and for the end of the employment relationship (the "First Notice").
- [8] On August 6, 2025, the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* effective August 31, 2025, for failing to pay rent of \$500.00, for being repeatedly late in paying rent, an order requiring the rental unit to be vacated, and for the end of the employment relationship (the "Second Notice").
- [9] On August 25, 2025, the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking to dispute the First Notice and Second Notice, seeking a copy of the tenancy agreement, a return of an overpayment of the security deposit, a determination of a contravention of the Act, plus additional compensation (the "Tenant Application").
- [10] On September 9, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the security deposit, rent owing, utilities, and additional compensation (the "Landlord Application").
- [11] The Landlord and Tenant Application will be referred to together as the "Applications."
- [12] On September 16, 2025, the Tenant notified the Landlord and the Rental Office that she was no longer disputing the First Notice and Second Notice.
- [13] On September 24, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for November 20, 2025.
- [14] On October 1, 2025, the Tenant moved out of the Unit.

- [15] On November 10, 2025, the Rental Office sent the parties notice that the Applications would be determined by way of a paper-based hearing. The parties were given an evidence deadline of January 5, 2026 and a response submission deadline of January 12, 2026.
- [16] On January 8, 2026, the Rental Office shared 30 videos and a 365-page PDF evidence package with the parties via Titan File.
- [17] On January 30, 2026, the Rental Office shared a 64-page PDF response evidence package with the parties.
- [18] I have reviewed all the evidence and responses and prepared this Order.

### PRELIMINARY MATTER

- [19] The Tenant stated that she was seeking a copy of the Tenancy Agreement. I find that the evidence establishes that the parties signed the Tenancy Agreement on July 26, 2025, and that the Tenant submitted a copy as evidence. Although the Tenancy Agreement does not contain all the mandatory information required under the Act, the evidence establishes that the Tenant was provided with a copy of the Tenancy Agreement.
- [20] All tenancy agreements commencing on or after April 8, 2023, require landlords to prepare written tenancy agreements in accordance with sections 10 and 11 of the Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's future tenancy agreements.

### ISSUES

- A. Has the Landlord established compensation claims against the Tenant?
- B. Has the Tenant established compensation claims against the Landlord?

### ANALYSIS

#### DETERMINATION OF THE LANDLORD'S COMPENSATION CLAIMS

- [21] The Landlord has the onus to prove his claims against the Tenant on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.

#### Rent owing

- [22] The Landlord stated that the Tenant owes \$1,000.00 for September 2025's rent.
- [23] The Landlord stated that on March 30, 2025, the Tenant paid \$1,000.00 in rent for April 2025. The Landlord stated that he agreed the Tenant would live in the Unit from April 2025 to June 2025 and gave the Tenant the Unit's keys. The Landlord stated that the Tenant continued to live in the Unit until September 2025 but failed to pay rent for that month.
- [24] The Tenant disputed the Landlord's claim that she owes rent for September 2025 or had paid rent for April 2025. The Tenant stated that the Landlord agreed the Tenant could move into the Unit beginning May 1, 2025, as stated on the tenancy agreement. The Tenant stated that the rent for September 2025 was paid on March 30, 2025, before moving into the Unit, because the Landlord required it. The Tenant stated that the Tenancy Agreement also states that the "last month's rent" was paid on March 30, 2025.

- [25] I find that the parties have presented conflicting evidence regarding when the tenancy started and whether the Tenant's \$1,000.00 payment on March 30, 2025, was for April 2025's rent or for the last month's rent, which was September 2025.
- [26] I find that the only objective and direct evidence is the signed Tenancy Agreement dated July 26, 2025, which states that the tenancy started on May 1, 2025. The Tenancy Agreement also states that on March 30, 2025, the Tenant paid "*last months rent*" of \$1,000.00.
- [27] I find that based on the Tenancy Agreement, the Landlord has not established his claim that the tenancy began on April 1, 2025, or that Tenant's \$1,000.00 payment on March 30, 2025, was for April 2025's rent.
- [28] I find that the Tenant did not pay the Landlord the rent for September 2025, and that the Tenant's \$1,000.00 payment on March 30, 2025, will be applied to the rent owing for September 2025.
- [29] **The Landlord's rent owing claim is allowed in the amount of \$1,000.00 (which will be offset).**

### Electricity

- [30] The Landlord stated there are three buildings on the Landlord's residential property: the Unit (a cabin), an RV trailer, which the Landlord lived in (the "RV"), and a house, which is also a rental unit (the "House") (collectively the "Residential Property").
- [31] The Landlord stated that the Tenant owes electricity expenses from June 2025 to September 2025, totalling \$423.00, plus interest. The Landlord stated that in mid-August, the Tenant paid \$270.87 for April 2025 and May 2025, but that the Tenant had not paid any electricity expenses since. The Landlord stated that he paid \$357.37 of the Unit's electricity bill on July 28, 2025.
- [32] The Tenant disputed the Landlord's claims. The Tenant stated she paid the Unit's electricity bills for April 2025 and May 2025, but had not paid any subsequent electricity bills because the Landlord had not provided adequate proof of the amounts she owed.
- [33] The Tenant stated that the Landlord attached two extension cords from the RV to the outside of the Unit from June 4, 2025, to the end of July 2025, without the Tenant's permission. The Tenant submitted a message from the Landlord dated June 5, 2025, stating, "*I got my fridge plug into ur outside cabin plug. Got my musicNtv plug in too. I shut off power to [House] and hot water to both [House and the Unit] also.*"
- [34] The Tenant stated that the Landlord told her that the tenant in the House owed \$700.00 in electricity expenses before that tenant moved out. The Tenant stated the Landlord told her that he closed the House's electricity account on June 4, 2025, and then transferred all the House's unpaid electricity expenses to the Unit's electricity account. The Tenant submitted photographs of the Landlord's online electricity billing account as evidence.
- [35] The Tenant stated that the Landlord wanted her to pay the Unit's and the House's combined bill. The Tenant submitted a June 13, 2025, message from the Landlord stating, "*I think I put the whole bill in ur name as you are buying?*"
- [36] I find that the Landlord has provided no evidence, such as a breakdown of the Tenant's electricity expenses, invoices, bank statements, or electricity bills, to establish the amount the Tenant owes for the Unit's electricity expenses.
- [37] The evidence establishes, particularly the Landlord's June 5, 2025, message to the Tenant, that the Landlord used the Unit's electricity to power appliances in the Landlord's RV for approximately two months.

- [38] The evidence also establishes, particularly the Landlord's June 13, 2025, message and the Landlord's electricity billing accounts, that the Landlord transferred the House's outstanding electricity bill to the Unit's electricity billing account.
- [39] Despite the Landlord's statement that the Tenant owes \$423.00, plus interest, for electricity expenses, I find that the evidence establishes that the Landlord combined the electricity expenses for the House and the Unit and also used the Unit's electricity for his RV without compensating the Tenant.
- [40] I find that the Landlord has not provided a clear allocation of costs to distinguish the Tenant's electricity usage. As such, I find that there is evidentiary uncertainty regarding the amount of electricity expenses owed by the Tenant for the Unit.
- [41] **The Landlord's electricity claim is denied.**

### Septic and HVAC

- [42] The Landlord stated that the Tenant damaged the Unit's septic tank and HVAC system, and is seeking \$2,000.00 in compensation.
- [43] The Landlord stated the Tenant installed a portable washing machine in the Unit and drained the water into the sink, causing the septic tank to overflow. The Landlord stated that the Tenant then contacted Environmental Health ("EH"), who advised him that the Unit could no longer be a rental unit because the septic tank was not in compliance with code. The Landlord stated that the Tenant also installed a dryer in the Unit and vented it inside, resulting in mould in the Unit. The Landlord stated that he told the Tenant not to install the washer and dryer in the Unit.
- [44] The Tenant disputed the Landlord's claims. The Tenant stated that she purchased a washer and dryer for the Unit, but did not use them because the Landlord failed to install them as agreed. The Tenant submitted a message she sent to the Landlord dated July 18, 2025, stating that the washer and dryer were still not hooked up, along with photographs showing that neither appliance had been connected to the Unit.
- [45] The Tenant noted issues with the Unit's toilet and requested that EH inspect the Unit. EH inspected the Unit on August 20, 2025 and on August 26, 2025, EH sent a letter (the "Letter") to the parties stating that the Unit's septic system had to be upgraded by September 15, 2025, or the Unit could no longer be a rental unit.
- [46] I find that the Landlord has not established his claims that the Tenant damaged the Unit's septic or HVAC systems or caused mould in the Unit. The Landlord's evidence consists primarily of the Landlord's written submissions, without supporting documents or corroborating evidence, such as repair estimates, invoices, photographs of the installed appliances, or proof of damage or mould in the Unit.
- [47] Furthermore, based on the Letter, I find that the septic tank installed at the Unit was not approved, and I find no evidence that the Tenant damaged the Unit's septic system.
- [48] **The Landlord's septic and HVAC claim is denied.**

**DETERMINATION OF THE TENANT'S COMPENSATION CLAIMS**

- [49] The Tenant has the onus to prove her claims against the Landlord on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.

**Harassment**

- [50] The Tenant stated that she is seeking \$25,000.00 in compensation for harassment by the Landlord and that her claim is based on section 106 of the Act, which states in part:

*(1) A person who contravenes this Act, the regulations or an order under this Act is guilty of an offence and is liable on summary conviction to a fine of not more than \$25,000.*

*(2) A person commits an offence, and is liable on summary conviction to a fine of not more than \$25,000, where the person coerces, threatens, intimidates or harasses a tenant or landlord*

*(a) in order to deter the tenant or landlord from making an application under this Act; or*

*(b) in retaliation for the tenant's or landlord's seeking or obtaining a remedy under this Act.*

- [51] Section 106 is not intended for a party to seek compensation from another party, but rather sets out the maximum monetary penalty that a party could receive on summary conviction. I find that there is no evidence that the Landlord has been found guilty of a summary conviction offence under the Act, the Residential Tenancy Regulations, an Order under the Act, or for the offences detailed in subsection 106(2) of the Act.

- [52] Additionally, a large part of the Tenant's harassment claims relates to personal injury/pain and suffering allegations. However, the Rental Office does not have jurisdiction to award compensation for personal injury or pain and suffering.

- [53] **The Tenant's harassment claim is denied.**

**Breach of quiet enjoyment**

- [54] The Tenant stated that she was seeking \$25,000.00 in compensation for several breaches of her quiet enjoyment by the Landlord.

- [55] 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.*

- [56] Section 23 of the Act states that a landlord shall not enter a rental unit that is subject to a tenancy agreement for any purpose unless they have a specifically permitted basis (see clauses 23(a) - (h) of the Act).

- [57] Section 24 of the Act states:  
*A landlord shall not unreasonably restrict access to a rental unit and common areas of the residential property by*  
*(a) the tenant of the rental unit; or*  
*(b) a person permitted in the rental unit and common areas by that tenant.*

#### Text messages

- [58] The Tenant stated that the Landlord would often text her at all hours and make inappropriate, racial, and sexual comments. The Tenant stated that she had told the Landlord several times to stop messaging her, but the Landlord did not.
- [59] The Tenant stated that on September 1, 2025, the Landlord sent the Tenant a lewd sexual text message, which was submitted as evidence. The Tenant stated that on September 21, 2025, the Landlord sent the Tenant a text message, in which he referenced the Tenant as "*The indigenous version of white trailer trash.*"
- [60] The Landlord stated that some of his text message comments to the Tenant were taken out of context.
- [61] I find that the Tenant has provided sufficient evidence to establish that the Landlord breached section 22 of the Act. Despite the Landlord stating that some of his text message comments were taken out of context, I find that the Landlord's text messages would be inappropriate in any context.
- [62] The Island Regulatory and Appeals Commission (the "Commission") stated in Order LR24-68 that rental adjustment amounts in situations where the tenant remains living in a rental unit are a subjective assessment. In determining the amount by which the Tenant should be compensated for the inconveniences as a result of the Landlord's contraventions of the Act, I have considered the seriousness of the breaches, the degree to which the Tenant has been deprived of her right to her quiet enjoyment and reasonable privacy of the Unit, and the length of time over which the breaches occurred.
- [63] I find that the tenancy was devalued as a result of the Landlord's text messages in contravention of section 22 of the Act. These text messages were beyond inappropriate and had the intended effect of intimidating the Tenant, until she moved out on October 1, 2025.
- [64] I find that the nature of the breaches supports a monetary award of 24 days' rent (September 1, 2025 – September 25, 2025), totalling **\$800.00**, calculated as (\$1,000.00 / 30 days x 24).
- [65] **The Tenant's breach of quiet enjoyment claim is allowed in part, in the amount of \$800.00.**

#### Entering and barricading the Unit

- [66] The Tenant stated that on August 20, 2025, after EH inspected the Unit, the Landlord entered the Unit without permission while the Tenant was not at home. The Tenant stated the Landlord walked around the Unit, looked in the fridge, and smoked a cigarette in the Unit. The Tenant submitted surveillance videos of the Landlord in the Unit as evidence.
- [67] The Tenant stated that on September 25, 2025, she arrived at the Unit and found that the Landlord had barricaded the Unit's doors on the inside and outside with boards to restrict the Tenant's entry. The Tenant called the police; the Landlord was arrested and placed on a no-contact order with the Tenant. The Tenant stated she regained possession of the Unit that day. Photographs of the Unit were submitted as evidence.

- [68] The Landlord disputed the Tenant's claims. The Landlord stated that he entered the Unit after EH left, and the Tenant called the police as a result. The Landlord stated that the Tenant had not treated the Residential Property with respect and had left garbage and dog feces throughout the property. The Landlord stated that the Tenant also overfilled the Unit's septic system. The Landlord stated that he did not want the Tenant to continue living in the Unit.
- [69] Regarding the Landlord entering the Unit on August 20, 2025, and entering and restricting the Tenant's access to the Unit on September 25, 2025, I find that the Tenant has provided sufficient evidence, particularly the Tenant's surveillance videos and photographs and the parties' submissions, to establish that the Landlord breached sections 22, 23, and 24 of the Act.
- [70] Despite the Landlord stating that he entered the Unit to address issues EH identified with the Unit, I find that there is no evidence that there was an emergency in the Unit under clause 23(g) of the Act or that the Landlord provided the Tenant with 24 hours' notice before entering the Unit.
- [71] Additionally, despite the Landlord stating that he no longer wanted the Tenant to remain living in the Unit, I find that this was not a permitted reason to restrict the Tenant's access to the Unit.
- [72] In determining the amount by which the Tenant should be compensated for the inconveniences as a result of the Landlord's contraventions of the Act, I have considered the seriousness of the breaches, the degree to which the Tenant has been deprived of her right to her quiet enjoyment and reasonable privacy of the Unit, and the length of time over which the breaches occurred.
- [73] I find that the tenancy was devalued as a result of the Landlord entering the Unit in contravention of section 23 of the Act and by restricting the Tenant's access to the Unit in contravention of section 24 of the Act.
- [74] I find that the nature of the breaches supports a **\$587.00** monetary award, calculated as:
- a. 12 days' rent for the incident on August 20, 2025 (August 20, 2025 – September 1, 2025), totalling **\$387.00** calculated as  $(\$1,000.00 / 31 \text{ days} \times 12)$ .
  - b. 6 days' rent for the incident on September 25, 2025 (September 25, 2025 - October 1, 2025), totalling **\$200.00** calculated as  $(\$1,000.00 / 30 \text{ days} \times 6)$ .
- [75] No additional compensation is awarded for the Unit's devaluation past October 1, 2025, as the Tenant vacated on that date.
- [76] **The Tenant's breach of quiet enjoyment claim is allowed in part, in the amount of \$587.00.**

#### Internet and Electricity

- [77] The Tenant stated that on September 11, 2025, the Landlord disconnected the Unit's internet, which was an included service, and it remained disconnected until she moved out on October 1, 2025.
- [78] The Tenant stated that on September 22, 2025, the Landlord disconnected the Unit's electricity, which was an excluded service, and it remained disconnected until she moved out on October 1, 2025. The Tenant stated that her security cameras were not working at the time and that she felt unsafe living in the Unit because the Landlord was subject to a no-contact order beginning September 25, 2025, and was not supposed to contact the Tenant.

[79] Section 21 of the Act states:

- (1) *A landlord shall not terminate or restrict a service or facility if*
  - (a) *the service or facility 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.*
- (2) *A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord*
  - (a) *gives one month's written notice, in the approved form, of the termination or restriction; and*
  - (b) *reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.*

[80] I find that the Landlord was not permitted to restrict or terminate the internet service under subsection 21(1) of the Act and that the tenancy was devalued due to the Landlord's non-compliance with the Act.

[81] The evidence establishes that electricity was an excluded service. However, despite the Tenant not paying for electricity from September 22, 2025, to October 1, 2025, I find that the tenancy was still devalued during that period as a result of the Landlord's termination/restriction of a facility, namely the Unit's electrical system, in non-compliance with subsection 21(1) of the Act.

[82] Additionally, I find that the disconnection of the Unit's electricity devalued the tenancy, as the Tenant was unable to use any electrical appliances during that time. The Tenant also stated that she felt unsafe living in the Unit because her security cameras were not working. I find the non-functioning security cameras significant because the Landlord was subject to a no-contact order with the Tenant during some of this timeframe and lived next to the Tenant.

[83] However, no additional compensation will be awarded for the Unit's devaluation resulting from the Landlord's restriction of internet and electricity, as the Tenant has already been awarded a full return of rent for the month of September 2025.

[84] **The Tenant's internet and electricity claims are denied.**

#### **Hot Water**

[85] The Tenant stated that she is seeking \$1,600.00 in compensation for the lack of hot water at the Unit from June 4, 2025, until she vacated on October 1, 2025.

[86] The Tenant stated that the Unit's hot water came from the House's electric hot water tank, and on June 4, 2025, the Landlord turned off the electricity at the House. The Tenant stated she had no hot water between June 4, 2025 and October 1, 2025. The Tenant requested that the hot water be restored several times; however, the Landlord did not comply. The Tenant stated that EH also stated in the Letter that the Landlord was required to provide hot water to the Unit, but the Landlord failed to comply with the Letter.

[87] The Tenant stated that, due to the lack of hot water, she had to travel daily to other residences to access hot water for activities such as bathing. The Tenant estimated she travelled approximately 2,849 kms and, at an estimated \$0.50 per km, is claiming \$1,424.50 for mileage. The Tenant stated she is also seeking compensation for wear and tear on her vehicle and for the additional electricity used to boil water for cooking and cleaning at the Unit, bringing her claim to a total of \$1,600.00.

- [88] The Landlord stated that because the Unit was having hot water issues in early June 2025, he shut off the House's hot water and drained the water tank to repair the elements. The Landlord stated that there is no running water in his RV during the summer and that he showers at Fitplex. The Landlord stated that he offered to give the Tenant access to his Fitplex membership for showering; however, the Tenant declined. The Landlord stated that he used the Unit's shower after the Tenant vacated, and it now works.
- [89] Subsection 28(1) of the Act requires a landlord to repair and maintain a rental unit, stating:
- 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.*
- [90] Section 8.1 of the *Public Health Act Rental Accommodation Regulations* (the "Regulations") states:
- The owner of a dwelling unit, housekeeping unit, apartment or other rental accommodation to which these regulations apply shall provide hot and cold running potable water under adequate pressure in all kitchen and bathroom facilities in the dwelling unit, housekeeping unit, apartment or other rental accommodation.*
- [91] I find that the evidence establishes, particularly the messages between the parties, the Letter, and the parties' submissions, that the Landlord contravened subsection 28(1) of the Act and section 8.1 of the Regulations by failing to provide the Tenant with hot running potable water in the Unit.
- [92] There is no evidence, such as repair estimates, invoices, or messages with repair persons, to establish that the Landlord attempted to repair the Unit's hot water during the tenancy. I find that the tenancy was devalued due to the lack of hot water for 118 days, from June 4, 2025, to September 30, 2025 (approximately four months), as the Tenant vacated on October 1, 2025.
- [93] In Order LR24-68, the Commission determined a similar matter in which a tenant had no potable water in their rental unit for eight months, stating in part:
- "18. ...The Tenant remained living in the Rental Unit and other than having to bring in potable water and use the laundromat for washing, there is little evidence of any significant issues at least compared to the state of the unit when the Tenant moved in.*
- 19. Rental adjustment amounts in situations where the Tenant is able to remain living in a rental unit is a subjective assessment. Given the facts of this situation, the Commission sets the rent adjustment amount at \$20.00 per month regarding the potable water, \$10.00 per month regarding the lack of a washing machine, and \$20 per month regarding the items set out in the Environmental Health letter."*
- [94] As stated by the Commission in Order LR24-68, rental adjustment amounts in situations where the tenant remains living in a rental unit are a subjective assessment. In Order LR24-68, the Commission determined that the lack of potable water devalued that unit's tenancy by approximately 5.0% of the unit's monthly rent.
- [95] I find that this matter differs from Order LR24-68, as the unit's rent in that matter was \$404.68, whereas the Unit's rent in this matter was \$1,000.00 monthly. As such, I find that a higher overall devaluation is appropriate.
- [96] I find that the tenancy was devalued by 10.0% (\$100.00) per month for four months because the Tenant was inconvenienced by having to travel daily to access hot water for bathing and other activities, and for having to boil water for cooking and cleaning at the Unit.

[97] However, no additional compensation will be awarded for the Unit's devaluation due to the lack of hot water from August 20, 2025, to October 1, 2025, as the Tenant has already been awarded a full return of rent for the Unit's devaluation during this timeframe.

[98] My calculations are as follows:

Item	Calculation
12 months of rent (\$1,000.00 x 12)	\$12,000.00
Rent per day (\$12,000.00 / 365 days)	\$32.88 / day
\$32.88 / day x 10.0% devaluation	\$3.29 / day devaluation
June 4, 2025 – August 19, 2025	76 days of devaluation
\$3.29 x 76 days	<b>\$250.00</b>

[99] **The Tenant's hot water claim is allowed in part, in the amount of \$250.00.**

#### **Additional compensation**

[100] The Tenant stated that she is seeking additional compensation for mileage, additional electricity costs for boiling water, and vehicle wear and tear resulting from the lack of hot water. However, I find that the Tenant has provided no objective evidence, such as proof of out-of-pocket expenses, a breakdown of the Unit's additional electricity costs for boiling water, or vehicle repair invoices or estimates, to substantiate these additional claims. In Order LR25-50, the Commission stated that parties require sufficient evidence, such as receipts for out-of-pocket expenses, to establish their compensation claims.

[101] **The Tenant's additional compensation claims are denied.**

#### **Breach of quiet enjoyment**

[102] The Tenant stated that the Landlord would wander around the Residential Property intoxicated, rake apples in the yard and enter the Unit's shed to collect the Tenant's recyclables.

[103] I find that the Tenant has provided no evidence, such as a clause in the tenancy agreement, to establish that the Landlord was accessing parts of the Residential Property that were exclusive to the Unit. The evidence establishes that the Residential Property contains three dwelling units and that the Landlord lived in one of them during the tenancy. Furthermore, there are messages between the parties in evidence in which the Tenant gave the Landlord permission to rake apples in the yard.

[104] Additionally, I find that the Tenant has provided no documentary evidence, such as photographs, to establish that the Landlord removed the Tenant's recyclables from a shed or any other documentary evidence to quantify the value of the recyclables.

[105] **The Tenant's breach of quiet enjoyment claim is denied.**

#### **Moving expenses/rent reduction**

[106] The Tenant stated that she is seeking moving expenses and a rent reduction because she had to move as a result of the Landlord's actions. However, the Tenant was served with the First and Second Notices and subsequently vacated the Unit. I find that the Tenant is not entitled to compensation for moving expenses or a rent reduction under the Act for being evicted for the reasons set out in the First and Second Notices.

[107] **The Tenant's moving expenses/rent reduction claim is denied.**

**CONCLUSION**

- [108] The Tenant owes the Landlord \$1,000.00 in rent for September 2025.
- [109] The Landlord will apply the Tenant's \$1,000.00 payment on March 30, 2025, to the September 2025 rent owing.
- [110] The Landlord will compensate the Tenant \$1,637.00 for contravening the Act and the Regulations.
- [111] The Landlord will return the security deposit and interest to the Tenant in the amount of \$512.42.
- [112] The Landlord's remaining claims are denied.
- [113] The Tenant's remaining claims are denied.
- [114] My calculations are as follows:

Item	Amount
Rent Owing	(\$1,000.00)
March 30, 2025, payment	\$1,000.00
Compensation	\$1,637.00
Security deposit	\$500.00
Interest (March 30/25 – March 19/26)	\$12.42
Total	\$2,149.42

**IT IS THEREFORE ORDERED THAT**

- The Landlord must pay the Tenant \$2,149.42 by April 20, 2026.

**DATED** at Charlottetown, Prince Edward Island, this 19th day of March, 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.