

INTRODUCTION

- [1] This decision addresses an application filed by the Tenant with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord's representatives (the "Representatives") served an eviction notice to the Tenant for subletting the Unit without the Landlord's written consent under clause 61(1)(i) of the *Act*.
- [3] The Tenant disputed the eviction notice under subsection 61(5) and also seeks compensation.

BACKGROUND

- [4] The Unit is a two-bedroom, one-and-a-half-bathroom apartment in a three-unit building (the "Residential Property"), owned by the Landlord and managed by the Representatives.
- [5] On May 4, 2021, the parties signed a written, fixed-term tenancy agreement, which continued on a monthly basis. Rent in the amount of \$1,343.00 is due on the first day of the month. A \$1,000.00 security deposit was paid at the beginning of the tenancy.
- [6] On March 31, 2026, the Tenant e-mailed the Rental Office and the Representatives a *Form 2(A) Tenant Application to Determine Dispute* seeking compensation.
- [7] On April 29, 2026, the Representatives served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of May 31, 2026 (the "Notice") for subletting the Unit without the Landlord's consent. The particulars of termination state:

"Above named tenant is the only name on the lease agreement and currently has another tenant occupying the unit with him, without landlord approval. In addition, is having a 3rd tenant move in on May 1st without landlord approval. Pls see email that goes with this eviction."

- [8] On April 30, 2026, the Tenant e-mailed the Rental Office and the Representatives an amended *Form 2(A) Tenant Application to Determine Dispute* (the "Application") disputing the Notice and seeking compensation.
- [9] On May 12, 2026, the Rental Office e-mailed the parties notice of a tele-hearing scheduled for May 26, 2026.
- [10] On May 20, 2026, the Rental Office provided the parties a 139-page PDF evidence package ("EP").
- [11] On May 25, 2026, the Representatives e-mailed the Rental Office and the Tenant a 10-page PDF and 1-video late evidence submission. The Tenant e-mailed the Rental Office and the Representatives a response, which included a 6-page PDF and Dropbox link to three videos.
- [12] On May 26, 2026, the Tenant, the Tenant's witness ("RH"), the Landlord and the Representatives participated in the tele-hearing. The parties confirmed that they received the evidence package, late evidence and confirmed that all evidence submitted to the Rental Office was included.
- [13] During the tele-hearing, I required the parties to submit their own professional findings on an electrical assessment at the Residential Property.
- [14] On May 27, 2026, the Tenant e-mailed the Rental Office and the Landlord their evidence, which included an e-mail submission and the same link to the three videos submitted in the late evidence.
- [15] On May 28, 2026, the Landlord e-mailed the Rental Office and the Tenant their evidence, which included an e-mail submission, two-PDF documents and three videos.

DISPOSITION

- [16] The Notice is invalid and the tenancy will continue in full force and effect.
- [17] The Tenant's compensation claims for breach of quiet enjoyment and utility usage are denied.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit due to the Notice?
- B. Must the Landlord compensate the Tenant for breach of quiet enjoyment and utility usage contrary to the tenancy agreement?

ANALYSIS & FINDINGS

Eviction Dispute

The Law

- [18] In eviction disputes, the Landlord has the onus to prove that there is valid reason to end the tenancy on the civil standard of a balance of probabilities.
- [19] The Landlord's reason for terminating the tenancy in the Notice is under clause 61(1)(i), which states:

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

- (i) *the tenant purports to assign or sublet the rental unit without first obtaining the landlord's written consent as required by section 30.*

- [20] Subsections 30(1), (2) and (3) state:

- (1) *A tenant may, with written consent of the landlord, sublet or assign a rental unit or part of a rental unit to another person.*
- (2) *A landlord shall not arbitrarily or unreasonably withhold consent to a sublet or assignment of a rental unit or part of it.*
- (3) *A landlord may withhold consent if it appears to the landlord that the proposed sublet or assignment of the rental unit or part of it would result in an unreasonable number of persons occupying the rental unit or part of it.*

- [21] In Order LR26-16 the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding a landlord ending a tenancy:

"The Commission approaches the termination of a tenancy as a serious matter, given the significant impact an eviction has on a tenant's housing security. As noted in prior decisions, a landlord seeking to end a tenancy must provide clear, cogent, and compelling evidence to justify termination.

*Therefore, the burden rests on the Landlord to establish, on a balance of probabilities, that one or more of the grounds for termination under section 61(1) of the Act have been met. This requires demonstrating that it is more likely than not that the alleged conduct occurred and that it meets the statutory threshold for eviction."*¹

¹ *Margaret Clow v. Montague Housing Authority* 2026 PEIRAC 21, paras 49 & 50.

Evidence & Submissions

- [22] The Landlord's evidence is summarized below.
- [23] The Representatives stated that they took over management of the Residential Property in February 2025.
- [24] The Representatives stated that in May 2025 after giving the Tenant 24-hour notice, they entered the Unit to complete an appraisal inspection of the Unit and the Residential Property. The Representatives stated that during this inspection they learned that the Tenant had a roommate ("PM").
- [25] The Representatives stated that they did not object to PM occupying the Unit; however, requested contact information from PM, or to "*formalize the lease*."
- [26] The Landlord stated that the Unit has always been rented on the basis of one to two occupants.
- [27] The Representatives stated that on March 29, 2026 they received a text message from the Tenant wanting to move another occupant into the Unit ("RH").
- [28] The Representatives stated that they responded to the Tenant by e-mail stating:
- "Hi [Tenant]
Thank you for your text on formally informing us of the additional occupant—we were planning to reach out as we had heard this might be the case.
The Unit was originally leased as a two-person rental. We are okay with you girlfriend being added; however, with an additional occupant, the rent will increase by \$300, brining the total monthly rent to \$1,650. This is \$550/person – very cheap. With the increasing cost of oil, this reflects the increased usage of utilities, including heating oil, hydro and general wear.
We will need to update the lease to include all three current occupants at the new rental rate of \$1,650. The agreement can be set to a month-to-month (not locked into a fixed year), with two months' notice required by either party.
Please provide the full names of all individuals residing in the unit so they can be included on the lease. This helps to ensure protection for all parties.
We will prepare the updated lease effective April 1st and send it over for you review and signature."* (EP14).
- [29] The Representatives stated that when they sent the e-mail, they were unaware of the rent control regulations and have not increased the rent.
- [30] The Representatives stated that they only wanted the occupants' contact information, and did not intend to include PM and RH in the tenancy agreement. The Representatives stated that they did not want PM and RH to be their tenants.
- [31] The Representatives stated that three occupants were not consistent with the tenancy agreement or the use of the Unit. The Landlord did not want to approve a third occupant under the existing arrangement because the utility costs would increase.
- [32] The Representatives stated that they believed there was an agreement with the Tenant that RH would not move into the Unit until the dispute was determined by the Rental Office. The Representatives stated that they were surprised to see RH moving in her personal belongings on April 29, 2026. The Representatives stated that they served the Notice because the Tenant breached the agreement.

- [33] The Tenant's evidence is summarized below.
- [34] The Tenant stated that he moved into the Unit with his former partner, and the Landlord knew about the second occupant. The Tenant stated that in 2023 this former partner moved out of the Unit and a few months later PM moved into the Unit. The Tenant stated that the Landlord was aware of PM occupying the Unit.
- [35] The Tenant stated that on March 29, 2026, he sent a text-message to the Representatives asking if RH could move into the Unit beginning May 1, 2026.
- [36] The Tenant stated that the Representatives' misunderstood the agreement. The Tenant stated that he was talking about the dispute with the Landlord regarding quiet enjoyment and electricity, which he filed with the Rental Office. The Tenant stated that the e-mail correspondence the Representatives are referring to in the evidence was not regarding RH moving into the Unit by May 1, 2026.

Determination

- [37] For the reasons below, I find that the Landlord's evidence does not establish a valid reason in the Notice to end the tenancy. Therefore, the Notice is invalid and the tenancy will continue in full force and effect. The Application is allowed in part.
- [38] To reiterate the Commission's comments, ending a tenancy is a serious matter. Landlords must provide compelling evidence to justify ending a tenancy.
- [39] In this case, the Landlord seeks to end the tenancy because the Tenant has sublet the Unit without written consent from the Landlord. Section 30 of the *Act* requires a tenant to seek written permission from the landlord and the landlord cannot arbitrarily or unreasonably withhold consent. A landlord may withhold consent if there are an unreasonable number of occupants in the Unit as a result of the sublet.
- [40] The evidence presented establishes that the Tenant sought approval to have RH occupy the Unit. The Representatives responded to the Tenant's request stating in part: "*We are okay with your girlfriend being added...*" The evidence establishes that the Representatives attempted to include a monthly rent increase as a condition of the approval. However, the Representatives later learned that this condition would have been contrary to the rent control provisions under the *Act*.
- [41] I find that the evidence establishes that the Landlord gave written consent for RH to occupy the Unit.
- [42] In these circumstances, the Unit is a two-bedroom apartment, which the Tenant, PM and RH would occupy. I find that this would not be an unreasonable number of occupants for the Unit, which would permit the Landlord from withholding consent under subsection 30(3).
- [43] I find that the evidence presented establishes that there was miscommunication between the parties regarding moving RH into the Unit before the Rental Office dispute was concluded. Therefore, there was no agreement. Further, if there had been an agreement, I find that breaching such an agreement would not establish a valid reason to end the tenancy.

Compensation

Quiet enjoyment & lawful entry

- [44] The Tenant alleges that the Landlord's and the Representatives' behaviour has breached the Tenant's right to quiet enjoyment, and entered the Unit without sufficient notice.

- [45] The Tenant is seeking compensation against the Landlord for the alleged breaches, in the amount of \$2,500.00. The Tenant has also described this compensation as “*punitive damages for ongoing harassment.*” Included in the Tenant’s request is the removal or posting of proper warning signage for all active cameras on the Residential Property.

Evidence & Submissions

- [46] The Tenant stated that after he requested RH occupy the Unit, he received an aggressive phone-call from the Landlord demanding that he move-out or pay an unlawful rent increase.
- [47] The Tenant stated that the Representatives’ continued pattern of showing up to the Residential Property unannounced has severely broken the Tenant’s right to quiet enjoyment under the *Act*. The Tenant and RH described their recent living experience in the Unit as “*living on total eggshells.*”
- [48] The Tenant stated that on April 29, 2026, the Landlord and the Representatives entered the back yard of the Residential Property and “*ambushed*” RH while she was moving items into the Unit.
- [49] RH provided a written submission describing the April 29, 2026 event.
- [50] RH stated that the Landlord was upset about not getting a rent increase. RH stated that while she was moving boxes into the Unit, the Landlord and the Representatives arrived to “*inspect*” the Unit. RH stated that she provided the Representatives with her name and contact information. RH stated that the Representatives threatened her with “*trespassing*” if she moved into the Unit, and described the event as a “*stressful experience.*”
- [51] The Tenant stated that the Representatives have entered the Residential Property without sufficient notice. The Tenant stated that on May 16, 2026, the Representatives entered the backdoor of the Residential Property, and entered the basement. The Tenant stated that the backdoor provides access to the basement and to the Unit, and he is the only tenant with access to the backdoor. The Tenant stated that the back entrance is included in the Unit and that the Landlord must give sufficient notice.
- [52] The Tenant stated that the Landlord has installed cameras around the Residential Property. The Tenant stated that there are no signs and the cameras are aimed directly at private areas used by the Tenant. The Tenant stated that these cameras are intrusive and an invasion of privacy.
- [53] The Landlord’s evidence is summarized below.
- [54] The Landlord denied the Tenant’s allegations of harassment.
- [55] The Landlord stated that he did phone the Tenant in an attempt to resolve the disputes. The Landlord denied threatening or being aggressive towards the Tenant or RH.
- [56] The Landlord stated that the conversation with RH was polite and non-confrontational. The Landlord stated that he felt the conversation with RH ended on “*good terms.*”
- [57] The Landlord stated that the Tenant was given access to the back entrance of the Residential Property in good faith, primarily for convenience, including access to parking at the back of the Residential Property. However, this access was never intended to grant the Tenant use of the basement.
- [58] The Representatives stated that there were no threats, demands, or aggressive behaviour towards RH on April 29, 2026. The Representatives also disputed harassing the Tenant.

- [59] The Representatives stated that they disagree with the Tenant's characterization of the basement access. The Representatives stated that the basement is not included in the Unit under the tenancy agreement. The Representatives stated that the Tenant has access to the backdoor, which leads to the basement and to the Unit. The Representatives stated that any time they enter the Unit they provide the Tenant with 24-hour notice. The Representatives stated that 24-hour notice is not required to do tasks around the Residential Property or enter the basement.
- [60] The Representatives stated that the security cameras were installed to cover the garbage area and exterior common areas. The security cameras do not capture the interior of any rental unit. The Representatives stated that the security cameras were installed in response to ongoing maintenance issues affecting the Residential Property.

Determination

- [61] The party making a claim against another party has the onus to prove their claim(s) on the civil standard of a balance of probabilities.
- [62] For the reasons below, I find that the Tenant has not established his claims against the Landlord and the Representatives. The claims for compensation for breach of quiet enjoyment and unlawful entry are denied.
- [63] First, all the evidence presented by RH and any findings directly related to RH would fall outside the jurisdiction (authority) of the Rental Office. RH is a roommate and occupant of the Unit, under the subletting agreement with the Tenant. In other words, there is no contractual relationship between RH and the Landlord. Therefore, any wrongdoing or dispute between RH and the Landlord is not within the jurisdiction of the Rental Office—only wrongdoings or disputes between the Tenant-Landlord or Subtenant-Tenant would fall under the authority of the Rental Office.
- [64] Second, the Tenant has described the \$2,500.00 compensation as *punitive*. For the sake of clarity, the Rental Office does not have the jurisdiction (authority) to award a party general damages, which includes punitive damages. However, I have determined the Tenant's \$2,500.00, as compensation due to an alleged breach under the *Act* (see clause 85(1)(d) and (i) of the *Act*).
- [65] The Tenant's evidence, which includes testimony from RH, establishes a genuine feeling of inconvenience, disagreement and anxiety due to the strained relationship with the Landlord and the Representatives.
- [66] I find that the evidence presented establishes that the parties miscommunication and misunderstanding of the rules and regulations surrounding rental law on Prince Edward Island led to a dispute surrounding subletting, access and rent increases. The parties have also presented conflicting interpretations of what is included under the tenancy agreement for the Unit.
- [67] Regarding the Tenant's quiet enjoyment claim, I find that the evidence does not establish behaviour that rises to a level of "severe" as described by the Tenant. Landlords are permitted access to their property and are permitted access to a rental unit as long as 24-hour notice is given to the tenant.
- [68] In this case, the access is regarding the backyard and basement of the Residential Property. The evidence presented establishes that the Tenant has exclusive use of the parking spot located in the back of the Residential Property and, out of convenience, is also provided access to the back entrance of the Residential Property. I find that incidentally, the entrance to the basement is also located in the back entrance of the Residential Property.
- [69] In this case, after reviewing the tenancy agreement and the parties' evidence, I find that the basement is not included in the Unit. The Tenant is permitted to use the back entrance to gain entry to the Unit, however, the Tenant does not have use to the basement.

- [70] As a result, the Landlord does not have to provide the Tenant with 24-hour notice to access the basement or the backyard of the Residential Property. A landlord must only give 24-hours notice when accessing a *rental unit* (see section 23 of the *Act*). I note that *rental unit* is more narrowly defined than *residential property* under the *Act* (see subsections 1(o) and (p)).
- [71] The evidence does not establish that the Landlord and the Representatives' behaviour breached the Tenant's right to quiet enjoyment and unlawfully entered the Unit.
- [72] The Tenant is requesting warning signage on the Residential Property for security cameras. I find that the evidence does not support this request. A landlord may place security cameras in common areas. I find that the Landlord has not placed security cameras in places which would infringe upon the privacy of the Tenant and the Tenant's guests.
- [73] Further, I find that the Tenant has not provided any municipal or provincial law that requires a landlord to post signage which is relevant to this case.
- [74] I note, however, that it is understandable that the Tenant and the Tenant's guests would feel as if their privacy is being infringed upon because the Tenant is the only tenant in the Residential Property with access to the back entrance of the Residential Property. However, I find that the evidence presented does not establish that the Landlord has installed the security cameras as a retaliatory action against the Tenant. The Landlord's evidence supports their position regarding maintenance and security issues at the Residential Property not connected to the Tenant.

Electricity usage in the basement

- [75] The Tenant is seeking compensation for electricity usage from a dehumidifier in the basement, in the total amount of \$1,822.80.

Evidence & Submissions

- [76] The Tenant stated that under the tenancy agreement, electricity is his responsibility for the Unit.
- [77] The Tenant stated that on May 17, 2026, he conducted a physical breaker panel test. The Tenant stated that he found that the electrical outlet in the basement where the dehumidifier is plugged into, runs to his meter, which he has been paying for over his five-year tenancy.
- [78] The Tenant stated that he should not be responsible for paying electricity costs from the basement.
- [79] The Tenant provided the findings from an electrical inspection conducted on May 27, 2026 by Red Seal Electrician Alex Moore. The assessment stated:

"After inspecting and reviewing the electrical system associated with your tenant unit and the basement area, I have noted the following observations:

1. The house panel which is located in the basement area and powered through a separate MECL utility meter had a total of three (3) branch circuits. After investigating each circuit, it was observed that the only items powered from the house panel were the furnace, approximately two (2) lights in the basement area, the building entry light and the light at the back entry of the building (basement entrance).

2. The remainder of the receptacles and lights located within the basement area appeared to be connected to, and powered from, the recessed unit panel board within the tenant unit hallway. This included the receptacle currently being used to power a dehumidifier, receptacle being used to power a suspended, 2-lamp fluorescent light fixture and the remainder of the area lighting in the basement and entry way to the basement."

- [80] The Tenant stated that this report establishes a long-term utility diversion, where the Landlord has utilized the Unit's electrical panel to power a basement dehumidifier.

- [81] The Representatives stated that the Residential Property has three breakers and four meters.
- [82] The Representatives stated that they were unaware of the dehumidifier until the Tenant brought up the issue on or around May 16, 2026. The Representatives stated that the dehumidifier was never turned on and they did not ask the Tenant to turn it on. The Representatives stated that they believed the dehumidifier was owned by a former tenant and that it was left in the basement.
- [83] The Landlord provided an electrical assessment from Hansen Electric, which stated:
- “An inspection of the house panel at the above address was done by Hansen Electric on May 27, 2026, and the panel contains three breakers: one feeding the furnace, one feeding the hallway lights, and one feeding the majority of the basement space which consists of the whole backside of the basement. Upon inspection, the dehumidifier was set at 50% and was not running. This dehumidifier is being fed from the tenant’s panel.”*
- [84] The Representatives stated that the Tenant should have turned off the dehumidifier when he noticed it turned on and does not believe the dehumidifier is on 24/7. The Representatives stated that the Tenant is not entitled to compensation over the span of five years.

Determination

- [85] For the reasons below, I find that the evidence presented establishes that the dehumidifier was plugged into an electrical outlet which runs on the Tenant’s meter. However, the evidence does not establish that the dehumidifier was actively on throughout the tenancy. The claim is denied.
- [86] I find that the parties provided independent electrical assessments which came to the same conclusion. The evidence establishes that the electrical outlet in the basement does run to the Tenant’s meter.
- [87] However, I find that the evidence presented does not establish some necessary facts for the Tenant’s compensation claim.
- [88] First, the evidence does not establish that the Landlord is responsible for plugging in the dehumidifier.
- [89] Second, it is unclear on the evidence whether or not the dehumidifier was powered on regularly throughout the tenancy. There is conflicting evidence regarding when the dehumidifier was placed in the basement. There is evidence to suggest it has been there since the beginning of the tenancy and there is evidence to suggest it was placed sometime after 2022.
- [90] Further, I find that the evidence does not establish a reliable quantum, which the Tenant is entitled to compensation. The Tenant is seeking \$1,822.80 which is based upon calculations from Maritime Electric’s energy calculator. This provides a helpful baseline but does not provide a reliable calculation which is supported by evidence. Therefore, I find that the Tenant’s claim is denied.
- [91] A practical solution moving forward in the tenancy is to ensure that nothing is plugged into that specific electrical outlet because the Tenant is not be responsible for electrical usage outside of the Unit.

CONCLUSION

- [92] The Application is allowed in part.
- [93] The Notice is invalid and the tenancy will continue in full force and effect.
- [94] The Tenant’s compensation claims for breach of quiet enjoyment and utility usage are denied.

IT IS THEREFORE ORDERED THAT

1. The Notice is invalid and the tenancy will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 5th day of June, 2026.

(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.