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 Landlord claims against the Tenant for damage to the Unit, rent owing, and retention of the security deposit.

[3] The Tenant seeks the return of the security deposit and compensation for moving costs.

BACKGROUND

[4] The Unit is a two-bedroom, one-bathroom single family dwelling. The Landlord has a rent-to-own agreement with the registered owner of the Unit that has been in place for about three years. The Landlord stated that about half of the payments have been made for the purchase. The Landlord lives in a different building nearby the Unit.

[5] The Landlord and the Tenant entered into an oral, monthly tenancy agreement. The Tenant moved into the Unit on October 30 and 31, 2025 with the Landlord's assistance. The Landlord and the Tenant originally agreed to a security deposit of $1,000.00 but they later agreed to a reduction. The Tenant paid a security deposit of $700.00 in increments from September 19, 2025 to mid-November of 2025. Rent in the amount of $1,200.00 was due on the first day of the month.

[6] On May 31, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* dated May 30, 2026 containing six reasons for ending the tenancy and with a vacate date on June 30, 2026.

[7] On June 1, 2026 the Landlord served the Tenant with another *Form 4(A) Eviction Notice* dated June 2, 2026 containing eight reasons for ending the tenancy and with a vacate date on June 22, 2026.

[8] I refer to these eviction notices collectively in this decision as the "Notices."

[9] On June 9, 2026 the Tenant filed with the Rental Office and served the Landlord with a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notices, requesting the return of the security deposit and compensation from the Landlord for moving costs.

[10] On June 12, 2026 the Tenant filed with the Rental Office and served the Landlord with an amended *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") disputing the Notices, requesting the return of the security deposit and compensation from the Landlord.

[11] On June 18, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for July 9, 2026.

[12] On June 30, 2026 the Rental Office emailed the parties a complete evidence package containing a 42-page PDF and two audio recordings that the Tenant submitted into evidence.

[13] On July 9, 2026 the Tenant, the Tenant's witness, the Landlord and the Landlord's representative joined the tele-hearing. The parties confirmed that they received the evidence package and they were not aware of anything missing. The Tenant stated that he had no previous dealings with the Landlord's representative.

[14] At the hearing the Tenant stated that he had moved out of the Unit on June 29, 2026.

[15] The parties stated that there was a *"stay away order"* that had prohibited the Landlord from attending the Unit and prohibited the parties from communicating with one another.

[16] The hearing was adjourned, with the dispute proceeding through the paper-based hearing process.

[17] For the reasons provided below, I find that the tenancy ended on July 9, 2026.

[18] On July 17, 2026 the Landlord emailed the Rental Office and the Tenant a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") seeking rent owing, permission to keep the security deposit and additional compensation. The Landlord Application was considered filed on July 20, 2026 because it was sent after regular business hours. The Landlord had attempted to file earlier applications but the Landlord did not include sufficient information or sufficient proof of service to the Rental Office.

[19] On August 14, 2026 the Rental Office emailed the parties notice of a paper-based hearing with a submission timeline set for September 14, 2026.

[20] On September 25, 2026 the Rental Office emailed the parties a second complete evidence package containing a 63-page PDF. The parties were provided with a submission timeline set for October 2, 2026. The parties were instructed to inform the Rental Office if they believed that anything was missing from the complete evidence package or the second complete evidence package. The parties did not notify the Rental Office of anything missing.

[21] On October 6, 2026 the Rental Office emailed the parties a response evidence package containing a 5-page PDF.

[22] On October 13, 2026 I issued this decision.

DISPOSITION

[23] The Landlord Application is denied.

[24] The Tenant Application is allowed. The Landlord must return the security deposit, including interest, and pay the Tenant compensation in the total amount of $2,732.51 by the timeline below.

ISSUES

A. Has the Landlord established claims for damage, rent owing, and retention of the security deposit?

B. Has the Tenant established compensation claims related to moving out of the Unit?

ANALYSIS

A. Has the Landlord established claims for damage, rent owing, and retention of the security deposit?

Damage

[25] Clause 39(2)(a) of the *Act* provides the cleanliness and damage standards at the end of a tenancy, stating as follows:

> *When a tenant vacates a rental unit, the tenant shall*
>
> > *(a) leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear…*

[26] The Landlord has the onus to prove his claims against the Tenant on the civil standard of a balance of probabilities.

[27] The Landlord has provided minimal to no evidence that the Tenant is responsible for any damage beyond reasonable wear and tear. The Landlord did not provide move-in or move-out inspection reports.

[28] The Tenant has provided photographs of the Unit at the end of the tenancy and the Landlord has provided inadequate evidence contesting the accuracy of these photographs.

[29] The photographs show the Unit in a clean condition and there does not appear to be any damage beyond reasonable wear and tear.

[30] I find that the Landlord has not established any claims against the Tenant for cleaning or damage.

Rent Owing

[31] The Tenant applied to the Rental Office to dispute the Notices. The Tenant later moved out of the Unit on June 29, 2026.

[32] The Landlord did not immediately become aware that the Tenant had moved out of the Unit because of the stay away order restricting the Landlord from attending the Unit or communicating with the Tenant.

[33] In these circumstances, where the Tenant disputed the Notices and the Landlord did not immediately know that the Tenant had moved out, I find that the tenancy agreement ended on July 9, 2026.

[34] The Tenant paid rent up to June 30, 2026 and did not pay July 2026 rent.

[35] I find that the Tenant was not responsible for rent from July 1, 2026 onwards because the Landlord's own actions restricted the Landlord's attendance to the Unit and communications with the Tenant.

[36] The Tenant submitted into evidence two voicemail audio recordings that the Tenant received from the Landlord. The recordings provided to the Rental Office appear to be duplicates. In the recording titled June 11 the Landlord states as follows:

> *"Listen old boy you think you and your daughter are going to fucking intimidate me? Your daughter is out on the side of the road screaming at me from across the road. You and me, you want it? Fucking come take it buddy! I'm fucking done with you. I am going to punch your fucking head off! You think you're all that and a bag of chips? You watch when you see me come up one side of you and down the other! And I'm going to fucking hospitalize you! You hurt me the first time? I'll come back again! I'm fucking done of you and your daughter threatening me."*

[37] The evidence presented does not establish any valid basis justifying the Landlord's voicemail message to the Tenant.

[38] This voicemail led to the Tenant contacting the police. The Tenant stated that the Landlord was arrested on June 11, 2026.

[39] The parties stated that the police provided the Landlord with a *"stay away order"* and communications between the Landlord and the Tenant were restricted. The Landlord was also prohibited from attending the Unit.

[40] Based upon the evidence presented, it was the Landlord's own egregious behaviour that resulted in the Landlord not knowing when the Tenant moved out.

[41] In these circumstances, I find that the Landlord's rent owing claim is denied.

[42] The security deposit was paid in installments, with the payment midpoint being October 17, 2025. The interest accumulated on the security deposit from October 17, 2025 to the date of this decision is $18.73. The total security deposit, including interest, is $718.73.

[43] I find that the Landlord must return the security deposit and interest to the Tenant.

B. Has the Tenant established compensation claims related to moving out of the Unit?

[44] I find that the Landlord must pay the Tenant's moving expenses because the Landlord significantly interfered with the Tenant's right to quiet enjoyment of the Unit.

[45] 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.*

[46] The Landlord's voicemail message was an unreasonable disturbance breaching the Tenant's right to quiet enjoyment under section 22. The Tenant stated that he moved out because he did not want to live in a hostile environment.

[47] I find that the Landlord's egregious behaviour towards the Tenant essentially forced the Tenant to move out of the Unit. The Tenant disputed the validity of the Notices but, at the same time, did not want to continue living in a hostile environment. I find that the Tenant's moving costs are established under clause 85(1)(d) of the *Act*.

[48] The evidence presented establishes that the Tenant had professional movers assist with the move, at a cost of $934.38. The Tenant's evidence also essentially includes a moving cost amounting to $1,079.40 for the time the Tenant spent completing the move. I find that both of these moving costs are valid, in the amount of $2,013.78.

CONCLUSION

[49] The Landlord Application is denied.

[50] The Tenant Application is allowed. The Landlord must pay the Tenant the total amount of $2,732.51 ($718.73 plus $2,013.78) by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant the total amount of $2,732.51 by November 13, 2026.

DATED at Charlottetown, Prince Edward Island, this 13th day of October, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.