INTRODUCTION

[1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "*Act*").

[2] The Landlord served the Tenant with an eviction notice for causing damage. The Tenant disputes the eviction notice.

[3] The Tenant seeks compensation from the Landlord in the amount of $15,000.00.

BACKGROUND

[4] The Unit is a three-bedroom, one-bathroom apartment in a four-unit, three-and-a-half-level-building (the "Residential Property") that the Landlord has owned for about three years. The Residential Property is about 102 years old.

[5] Units 1 and 4 are on the first floor, the Unit is on the second floor and unit 3 is on the third floor. The Landlord lives in unit 1.

[6] On October 5, 2023 the Tenant entered into a written, fixed-term tenancy agreement from October 8, 2023 to June 1, 2024. The Tenant paid a security deposit of $2,000.00 before moving in. A copy of the original tenancy agreement was submitted into evidence

[7] The Landlord and the Tenant entered into a second written, fixed-term tenancy agreement from June 1, 2024 to June 1, 2025. The parties did not submit the second agreement into evidence.

[8] The parties provided evidence regarding the preparation of a third written, fixed-term tenancy agreement. Ultimately the parties did not sign the third agreement.

[9] Based upon the evidence presented, it appears that the second fixed-term agreement converted to a month-to-month agreement.

[10] The Landlord stated that since January 1, 2026 rent in the amount of $2,357.00 is due on the first day of the month. The Tenant stated that the rent is $2,375.00.

[11] On August 31, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* (the "Notice") with a vacate date of September 30, 2026 for causing damage and failing to repair damage. The particulars of termination state:

> *"Damage to bathroom: Extensive damage to floor, walls, furniture (unauthorized addition to plumbing & cutting hole in cabinet). Bathroom walls behind are wet due to damage, also floor."*

[12] On September 1, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice.

[13] On September 15, 2026 the Tenant amended the earlier application to add a claim against the Landlord in the amount of $15,000.00 (the "Application").

[14] On September 21, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 15, 2026.

[15] On October 7, 2026 the Rental Office sent the parties a 234-page PDF evidence package ("EP").

[16] On October 15, 2026 the Tenant, the Tenant's interpreter, the Landlord and the Landlord's witness participated in the hearing. The parties confirmed that everything submitted to the Rental Office for the determination of this dispute was included in the evidence package.

DISPOSITION

[17] The Notice is invalid. The tenancy will continue and the Tenant can continue living in the Unit.

[18] The Tenant's compensation claim is denied.

ISSUES

A. Must the Tenant vacate the Unit due to the Notice?

B. Must the Landlord compensate the Tenant $15,000.00?

ANALYSIS

A. Must the Tenant vacate the Unit due to the Notice?

Legal Basis

[19] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy.

[20] In the Notice the Landlord seeks to end the tenancy under clauses 61(1)(f) and (g) of the *Act*, which state:

> *A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*
>
> > *(f) the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property;*
> >
> > *(g) the tenant does not repair damage to the rental unit or residential property, as required under section 28(4), within a reasonable time;*

[21] In Order LR26-16[1] the Island Regulatory and Appeals Commission made the following comments regarding a landlord ending a tenancy:

> *"49. 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.*
>
> *50. 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."*

[22] I have reviewed the evidence provided by the parties and determined the matter below.

[1] https://irac.pe.ca/wp-content/uploads/Order-LR26-16-.pdf

Determination

[23] It is clear that the Residential Property has been damaged. However, for the reasons below I find that the Landlord has not established that most of this damage was the Tenant's responsibility. For the remaining damage, there is insufficient evidence to justify termination of the tenancy.

[24] I note that the Landlord did not have a plumber or other plumbing professional participate in the hearing to provide their direct evidence. This type of direct evidence would have been helpful for the determination of the water related damage allegations.

[25] The Landlord and the Tenant did not have the Unit inspected by the Department of Environmental Health and I do not have the benefit of their evidence.

Inspection Report Damage

[26] The Landlord submitted into evidence an inspection report (EP83) from a company hired by the Landlord's insurer regarding an insurance inspection completed on August 18, 2026 (the "Inspection Report"). This report identifies three possible water damage sources, stating in part:

> *"Cause of Loss*
>
> *During the inspection of the upper unit* [the Unit]*, we found two possible areas where water may be getting into the lower unit. Kitchen: There is a small drip coming from underneath the kitchen sink. Bathroom: There are several gaps and openings around the tub tile where water could get behind the tile. There may also be a slow leak in the shower plumbing, but we were unable to see or confirm.*
>
> *Report of Damage to the Interior*
>
> *Unit 1 – Damage to the ceiling of the bathroom as well as the ceiling in the kitchen, both due to water coming from* [the Unit] upstairs.
>
> [The Unit]*: - Damage to the wall behind the kitchen sink, and the cabinet in the kitchen. Damage to the walls behind all tiles in the shower, and the floor.*
>
> *Pre-Existing Conditions and Other Observations*
>
> *- Seems to be an ongoing issue (Slow Leaks)."*

[27] The Tenant essentially stated that the entire Residential Property's plumbing system is getting old. The Tenant provided evidence regarding previous water leaks coming from unit 3, which is directly above the Unit.

[28] The Landlord stated that the leak coming from unit 3 originated from a leaking sink/tap faucet.

[29] The Landlord stated that she became aware of a possible kitchen water problem in the Unit because the ceiling of the Landlord's unit below became discoloured. In June or July of 2026 the Landlord had a plumber inspect the Unit and they found a leaking valve and pipe connection under the kitchen sink. The plumber tightened the valve and pipe connection.

[30] The evidence does not establish that the Tenant is responsible for damage from water under the kitchen sink.

[31] The Tenant's September 5, 2026 letter to the Landlord (EP229) states that there has been a water leak for a long time around the washing machine area, the wall leading to the kitchen sink and the faucet connections. It is unclear to me that the water leak *"for a long time"* is for all listed leaks or solely the washing machine area. The letter is also unclear whether this was an inference the Tenant made upon later observing the water damage.

[32] The Tenant stated that he only became aware of the leak under the kitchen sink when he was informed of the leak by the Landlord, who had observed damage below.

[33] The evidence presented does not establish that the Tenant knew about the leak under the kitchen sink before this time. The Tenant is not responsible for water damage under the kitchen sink before he became aware of the issue.

[34] The insurance inspection occurred on August 18, 2026 and the Landlord should have become aware of any leaks around this time and made repairs, regardless of any Tenant report. It appears that the Landlord had the kitchen sink repaired around September 10, 2026, because that is the service date stated in the plumber's invoice (EP170). I note that this was a plumber from a different company than the June or July 2026 repair. The Tenant would not be responsible for any damage between August 18, 2026 and September 10, 2026.

[35] It is unclear to me what damage occurred between when the Tenant became aware that the leak under the kitchen sink was not properly fixed after the first repair until August 18, 2026, when the insurance inspection occurred.

[36] I note that the Inspection Report identifies the kitchen water leak as a *"small drip."*

[37] The Tenant's September 5, 2026 letter also stated that the Tenant essentially attempted to mitigate further damage by using a container to collect the water and towels to keep the area dry. Although the mitigation may not have been perfect, it appears that the Tenant was attempting to reduce damage.

[38] Further, I note that the Landlord or her plumber could have inspected the Unit again in June or July of 2026 after the plumbing repairs were completed under section 23 of the *Act* to ensure that no water leak issues remained.

[39] The evidence presented does not establish that the tenancy should end regarding the kitchen sink water damage.

[40] I am not satisfied that the Tenant is responsible for any damage related to the tub tile. The Tenant's evidence is that he noticed tub tiles were loose shortly after he moved in. The Tenant used construction adhesive to prevent the tiles from coming off.

[41] The Landlord's chronology (EP37) states in part:

> *"Late 2023/Early 2024 – Unauthorized repair of shower/bathtub tiles*
>
> *During this general period, I discovered that loose tiles in the bathtub/shower area had been reattached using orange construction adhesive.*
>
> [The Tenant] *had not reported the loose tiles to us before attempting the repair and had not requested permission to undertake the work himself…"*

[42] The Landlord was aware of loose tub tiles in the bathroom in late 2023 or early 2024, being about 2.5 years before the Inspection Report was issued. The Landlord also stated in part (EP218):

> *"…*[The Tenant] *did not ask us for permission to repair or alter the tiles, and they did not ask us to repair those tiles before doing the work themselves. I later saw the adhesive and recognized that the work was not right. The tiles involved are directly in the area of the present shower/bathroom water damage."*

[43] If the Landlord had an issue with the Tenant's attempted repairs, then the Landlord could have served an eviction notice at that time. Close to three years have passed since the Landlord first noticed the issue.

[44] The evidence does not establish that the Tenant was responsible for the tub tiles coming loose, which appears to have occurred shortly after the tenancy began. I am not satisfied that the Tenant's repairs caused the water damage identified in the Inspection Report.

[45] The Landlord should have completed her own tub tile repairs when she became aware of the tile issue. The Landlord was responsible for maintaining the Unit under section 28 of the *Act*.

[46] The Landlord has not established that the tenancy should end regarding the tub tile.

[47] The Inspection Report's third possible damage source is a slow leak in the shower plumbing. I am not satisfied that the Tenant would be aware of or responsible for this type of damage. The Inspection Report makes no finding that the Tenant was responsible.

[48] For these reasons, I am not satisfied that the Tenant is responsible for the damage referred to in the Inspection Report.

Additional Damage

[49] The Landlord provided evidence of two additional bathtub water incidents at the Unit.

[50] Upon review of the Landlord's evidence, it appears that the first incident occurred around May 25, 2025 (EP58 to EP62).

[51] The Landlord emailed the Tenant stating that there was a water leak in the Unit's bathroom and the Landlord asked what had happened. The Tenant emailed the Landlord shortly afterwards stating that everything was okay in the bathroom.

[52] The second incident occurred on January 3, 2026. The Landlord submitted into evidence an email from her son ("MM") regarding what MM was told by a plumber (EP169).

[53] MM and the plumber did not participate in the hearing to provide their evidence. In the email MM is providing unaffirmed evidence regarding what he was told by another person. This is double hearsay evidence which I can give little to no weight.

[54] The Tenant has denied responsibility for these water spills.

[55] I have insufficient evidence to find the Tenant responsible for these water issues. The plumbers who completed the work did not participate in the hearing. Further, significant periods of time have elapsed between the dates of the damage and service of the Notice.

[56] I also note that the Landlord's witness provided evidence regarding tile work in the Unit's bathroom in 2013 and before the tenancy began. The Landlord provided a photograph (EP56) which appears to have been taken before the tenancy began. From this photograph it is unclear whether there was caulking around the exterior side of the tub where it connects to the floor.

[57] Clause 9 of the original tenancy agreement's Schedule "D" (EP156) essentially stated that any changes to the Unit require the Landlord's prior approval.

[58] The Tenant and the Landlord provided conflicting evidence regarding whether the Tenant received permission to install a bidet hose in the Unit's bathroom. The Tenant stated that he received permission and the Landlord denied giving permission.

[59] If the Landlord had an issue with the bidet hose, then the Landlord could have had the Tenant remove the hose or served an eviction notice at that time. According to the Landlord's evidence she has been aware of the bidet hose since late 2023 or early 2024 (EP37).

[60] The Landlord stated that they do not have evidence that the bidet hose installation has caused any of the water damage referred to in the Inspection Report. I note that this report does not identify the bidet hose as a potential damage source.

[61] The Landlord's January 14, 2026 email to the Tenant (EP67) did not request that the Tenant remove the bidet hose. Instead, the Tenant was informed that the bidet hose would be removed and properly capped when the Tenant moved out of the Unit and any repair work would be deducted from his security deposit.

[62] A plumber or another contractor did not participate in the hearing to identify any current risks associated with the Tenant's bidet hose installation.

[63] In these circumstances, I find that there is insufficient evidence to end the tenancy regarding the bidet hose installation. There is also insufficient evidence to order the removal of the bidet hose at this time.

[64] The Landlord's evidence raises additional water damage issues, however, I find that there is also insufficient evidence to end the tenancy regarding those matters.

[65] The Landlord also claims that the Tenant is responsible for damage to a chair. The Tenant's evidence is that the chair was in used condition when he moved into the Unit. In the original tenancy agreement both parties understood that the Tenant, another adult and three children would be living in the Unit (clause 2 of Schedule "D"). I have insufficient evidence to find that the chair damage is beyond reasonable wear and tear.

[66] The parties provided limited evidence regarding the alleged wall damage. I find that I have insufficient evidence that the wall damage justifies ending the tenancy.

[67] Clause 7 of Schedule "D" of the original tenancy agreement states as follows:

> *"If there is any damage to the apartment, appliances, soft furnishings, or other contents we will charge the fee to repair or replace."*

[68] I note that the Tenant is not responsible for "any damage" because the Tenant is not responsible for reasonable wear and tear under subsection 28(5) of the *Act*. The Tenant is also not responsible for *"any damage"* under subsection 10(1).

B. Must the Landlord compensate the Tenant $15,000.00?

[69] On September 15, 2026 the Tenant amended his original application to claim against the Landlord for compensation.

[70] The Application and the Tenant's evidence provide limited information supporting the $15,000.00 claim.

[71] The Tenant stated that mice were in the Unit and had a negative impact on the Tenant and his family. The Tenant acknowledged that the Landlord had a person come to the Unit to install mice traps. The Tenant provided two photographs of mice caught in traps.

[72] The Landlord provided evidence of being responsive to the Tenant's complaints. The Landlord provided the Tenant with two mouse traps and also had a pest control company attend the Residential Property on September 9, 2026 and implemented pest control measures. The Landlord also provided evidence that mice problems are not limited to the Residential Property and there is a larger mice problem in Charlottetown. The Landlord submitted into evidence proof of payment for the pest control company.

[73] The Unit has not been inspected by the Department of Environmental Health and I do not have the benefit of any evidence from their office.

[74] I find the Tenant has provided insufficient evidence to support a claim regarding the mice.

[75] The Tenant claimed that the Landlord had not provided parking and his vehicle was damaged when it was parked outside the Residential Property.

[76] The Landlord stated that the Tenant did not have a vehicle when he moved in. The Tenant wanted a parking spot but there was none available so the Landlord gave the Tenant a discount.

[77] I note that the original tenancy agreement in evidence does not state that parking is an included service or facility. Further, even if parking was an included service, the Tenant has not provided convincing evidence showing how the Landlord would be responsible for his vehicle damage. It does not appear that the Landlord directly damaged the Tenant's vehicle.

[78] I find that the Tenant's parking complaints do not support a compensation claim.

[79] I also find that the Landlord serving the Notice to the Tenant does not provide a basis for compensation.

[80] The parties provided evidence regarding negative encounters between the parties and family members. It is clear that the landlord-tenant relationship has been strained by these encounters. However, I find that these encounters do not support a financial claim under the *Act*.

[81] For these reasons, I find that the Tenant's compensation claim is denied.

IT IS THEREFORE ORDERED THAT

1. The tenancy will continue and the Tenant can continue living in the Unit.

2. The Tenant's compensation claim is denied.

DATED at Charlottetown, Prince Edward Island, this 26th 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.