

**INTRODUCTION**

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On May 3, 2024, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”), requesting compliance with a March 14, 2024, Environmental Health letter (the “Letter”).
- [3] In the particulars of the dispute, the Tenant stated: “*I have ceiling, window, wall and floor damage in my apartment caused by water intrusion from the apartment [number] above me.*”
- [4] On July 24, 2024, a notice of teleconference hearing was emailed to the parties for a hearing scheduled on August 1, 2024.
- [5] On July 31, 2024, an evidence package was emailed to the parties. The parties were also notified that the hearing was being rescheduled at the request of the Landlord.
- [6] On August 22, 2024, a notice of rescheduled teleconference hearing was emailed to the parties for a hearing scheduled on September 5, 2024.
- [7] On September 5, 2024, neither of the parties called into the teleconference hearing.
- [8] On September 11, 2024, a notice of rescheduled teleconference hearing was emailed to the parties.
- [9] On September 26, 2024, a teleconference hearing was held before me. The Tenant, the Landlord, and the Landlord’s representative (the “Representative”) participated in the hearing.

**ISSUE**

Must the Landlord repair the Unit?

**SUMMARY OF THE EVIDENCE**

- [10] On June 15, 2016, the parties entered into a written month-to-month tenancy agreement for the Unit. The Unit is an apartment in a three-unit building. Rent is \$650.00 due on the first day of the month. The parties were unsure if a security deposit was paid.

**EVIDENCE AND SUBMISSIONS**

**The Tenant’s evidence is summarized as follows.**

- [11] Sometime around March 2024, water started leaking into the Unit from the unit above. The leaking water caused a hole in the ceiling and the water continued to leak into the Unit on different occasions. On March 11, 2024, the Tenant contacted Environmental Health (“EH”) about the leak.
- [12] On March 13, 2024, EH contacted the Representative and notified him of the leak. On March 14, 2024, EH sent a letter to the Representative stating that the leak and the Unit were to be repaired by April 25, 2024. The Tenant stated that the leak had not been repaired as of May 3, 2024, and the Tenant filed the Application. The Tenant stated that as of the date of the hearing, no repairs have been made and the leaking has continued. The Tenant submitted photographs of the damages into evidence.

**The Landlord and Representative's evidence is summarized as follows.**

[13] The Representative has attempted to repair a leaking tub in the unit above the Tenant's Unit but there must be a different issue causing the leak in the Unit. The Landlord and Representative both agreed that further investigation and repairs need to be completed to the Unit and the unit above. The Representative stated that he will attend the Unit on October 1, 2024, to further investigate the problem and attempt repairs.

**Director's Evidence**

[14] The Director submitted a copy of the Letter into evidence.

**ANALYSIS AND CONCLUSION**

[15] The Tenant is seeking that the Landlord comply with an Environmental Health letter dated March 14, 2024, and repair a leak that is causing damage to the Unit. The Letter also stated the Landlord is to repair the ceiling in the Unit after the leak has been repaired.

[16] The *Public Health Act Rental Accommodation Regulations* requires that a landlord carry out repairs to a unit to make it "sound, weatherproof, damp-proof, vermin-proof, safe, and sanitary." The Act states that a landlord shall maintain a unit in a state of repair that "complies with the health, safety, and housing standards required by law."

[17] Both parties agreed that repairs were required to the Unit. Based on the testimony of the parties, the Tenant's photographs, and the Letter, I find that the Tenant has established that repairs are required to the Unit.

[18] I find that the Landlord must have a professional repair person follow the requirements in the Letter by October 30, 2024. The requirements are as follows:

- a. Investigate and repair source of leaking.
- b. Ceiling to be repaired.
- c. After the ceiling is repaired, the ceiling is to be resealed, and it is recommended to seal it with a water-resistant paint.

**IT IS THEREFORE ORDERED THAT**

A. The Landlord must have a professional repair person follow the requirements in the Letter by October 30, 2024. The requirements are as follows:

- a. Investigate and repair source of leaking.
- b. Ceiling to be repaired.
- c. After the ceiling is repaired, the ceiling is to be resealed, and it is recommended to seal it with a water-resistant paint.

**DATED** at Charlottetown, Prince Edward Island, this 10th day of October, 2024.

(sgd.) Mitchell King

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Mitchell 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.