

INTRODUCTION

- [1] The Tenant seeks a monetary Order against the Landlord in the amount of \$1,800.00 based upon the condition of the Unit.

DISPOSITION

- [2] I find that the Tenant's grounds for compensation has not been established.

BACKGROUND

- [3] The Unit is a room located in a 12-room motel (the "Residential Property").
- [4] On October 10, 2023 the parties entered into a written, month-to-month tenancy agreement. Rent was \$900.00 due on the tenth day of the month. A \$900.00 security deposit was paid at the beginning of the tenancy and returned at the end of the tenancy. The Tenant vacated the Unit on June 10, 2024.
- [5] On June 6, 2024 the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking compensation, in the amount of \$1,800.00.
- [6] On June 7, 2024 the Tenant hand-delivered the Application to the Landlord's representative (the "Representative").
- [7] On September 17 and 18, 2024 the Rental Office mailed the parties and emailed the Landlord notice of a teleconference hearing, along with a copy of the Application.
- [8] On October 15, 2024 the Rental Office made available via Titan File a 31-page evidence package (the "Evidence Package"), which included two videos submitted by the Landlord. The Rental Office mailed a copy of the Evidence Package, and a USB stick to the Tenant.
- [9] On October 29, 2024 the Tenant and the Representative participated in the hearing. The Representative confirmed receipt of the Evidence Package and confirmed that all documentary and video evidence was included. The Tenant stated he did not receive the Evidence Package.
- [10] I offered to adjourn the hearing to provide the Tenant with the opportunity to obtain and review the Evidence Package. The Tenant stated that he did not want to adjourn the hearing, and wanted to proceed with the hearing. I provided a summary of the Landlord's documentary evidence and the Tenant stated that he was aware of the contents of the two videos submitted by the Landlord.

ISSUE

- A. Must the Landlord compensate the Tenant?

ANALYSIS

- [11] The Tenant requests compensation in the amount of \$1,800.00 because the Unit was without hot water for two days, and no heat for a period of time. Particularly the heating issue was intermittent, which lasted approximately twenty-nine days.
- [12] The Tenant submitted hand-written notes dated between December 2, 2023 and June 4, 2024.

- [13] The Tenant stated that the hot water issue started around November 25, 2023 and was resolved around November 27, 2023. However, the heating issue was not resolved until late January 2024. The Tenant stated that the Landlord's staff would come to the Unit and inspect it. The Tenant admitted that the Landlord provided a space heater for the Unit.
- [14] The Tenant stated that the Unit's bathroom window and toilet need to be repaired. The Landlord's maintenance person would show up to the Unit without notice. The Tenant admitted that he told the maintenance person to leave the Unit. The Tenant stated that the maintenance person was causing more damage to the Unit's bathroom window.
- [15] In response to the Representative's submissions (see below) the Tenant admitted to using some curse words when interacting with the Landlord's staff. The Tenant stated that cursing is not a crime and he has the right to free speech.
- [16] The Representative stated that she did everything to accommodate the Tenant. The Representative stated that she received a letter from Environment Health (the "Report") and immediately took action.
- [17] The Representative stated that the Tenant was given a space heater and dehumidifier while the heating issue was being fixed. There was a part for the furnace that needed to be ordered. The Representative stated that the Tenant is very disrespectful to the Landlord's staff and would not allow the maintenance person into the Unit to fix the window.
- [18] A letter from the maintenance person was submitted into evidence. The Representative stated that the Unit's bathroom window did not need repair and the current tenant has not complained about it.
- [19] Subsection 28(1) of the *Residential Tenancy Act* states:
- 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.*
- [20] I have reviewed the evidence and I find that the Tenant has not established grounds for compensation.
- [21] I find that the Tenant provided evidence that the Unit had no hot water for two days and intermittent heat for approximately twenty-nine days. In addition, the Unit's bathroom window had condensation, leading to mould and the toilet was leaking. The Representative provided evidence that she took reasonable steps to address the Tenant's complaints and quickly addressed the hot water and intermittent heat.
- [22] I find that the Report provides clear details that as of the date of the inspection (December 4, 2023) both the hot water and heat were fixed. However, the Report does mention the need for assessment. The Report provides clarity around the condensation and the surface mould. I find no evidence to suggest that the Landlord did not follow the Report's requirements.
- [23] Further, I find that the evidence establishes that the Landlord took appropriate steps to accommodate the Tenant, such as providing a space heater and dehumidifier. The evidence also establishes that the Tenant was at times confrontational towards the Landlord's staff, specifically, cursing at staff and demanding that they leave the Unit.

[24] The Tenant’s behaviour in this case caused unnecessary delays. Despite the quality of the tenancy being lower because of the hot water issues and heat in the Unit, I find that the Landlord took reasonable and appropriate steps to fix the issues and attempted to accommodate the Tenant. Therefore, the Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 22nd day of November, 2024.

(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.