

INTRODUCTION

[1] The Tenants seek repairs to the Unit.

DISPOSITION

[2] I find that the Tenants have established their claim for repairs.

BACKGROUND

- [3] The Unit is an apartment in a four-unit building (the "Residential Property") owed by the Landlord.
- [4] On June 1, 2021, the parties entered into an oral, month-to-month tenancy agreement for the Unit. Rent of \$1,005.00 is due on the first day of the month. The Tenants paid a \$975.00 security deposit at the beginning of the tenancy.
- [5] On November 13, 2024, the Tenants filed a *Form 2 (A) Tenant Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application seeks repairs to the Unit.
- [6] On December 16, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 7, 2025. On December 31, 2024, the Rental Office emailed the parties notice of a rescheduled teleconference hearing scheduled for January 9, 2025.
- [7] On January 3, 2025, the Rental Office emailed the parties an evidence package.
- [8] On January 9, 2025, the Tenants and the Landlord participated in a teleconference hearing to determine the Application. The parties confirmed receipt of the evidence package and that everything submitted was included.

ISSUE

A. Must the Landlord repair the Unit?

ANALYSIS

- [9] The Tenants stated they are seeking repairs to the Unit. They stated they had told the Landlord several times about the required repairs since March 2024, but the Landlord had not addressed the issues. The Tenants stated they cannot leave the Unit during repairs because they care for their granddaughter in their home.
- [10] The Tenants stated that their washing machine is not working and they must go to a laundromat or a friend's residence to do laundry. A window pane and seal have been broken since they moved in. The exterior door to the Unit has shifted, and a draft is coming from the bottom of the door. The gasket on the refrigerator is broken and requires repair. Photographs of the Unit were submitted into evidence.
- [11] The Landlord acknowledged that he had not been to the Unit to see if the repairs were required. The Landlord stated that he does not want to send a repair person to the Unit because one of the Tenants has been slandering his name to tradespersons, which is hurting the Landlord's business reputation. The Landlord stated he would send someone to complete the repairs if the Tenants left the Unit during the repairs.

[12] Clause 28(1) of the *Residential Tenancy Act* (the “Act”) states:

28. Obligation to repair and maintain

(1) *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.*

[13] Clause 9(a) of the *Public Health Act Rental Accommodation Regulations* requires that a landlord complete necessary repairs to a unit to make it “*sound, weatherproof, damp-proof, vermin-proof, safe, and sanitary.*”

[14] Based on the testimony of the parties and the Tenants' photographs, I find that the Tenants have provided sufficient evidence to establish that the Landlord must repair the Unit.

[15] Clauses 23(a) and (b)(i) of the Act state:

A landlord shall not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

the tenant gives permission at the time of the entry or not more than 10 days before the entry;

the landlord provides written notice to the tenant at least 24 hours before the time of entry and the purpose of the entry is to carry out a repair or replacement or do work in the rental unit.

[16] I note that there is no requirement in the Act for the Tenants to vacate the Unit while minor repairs, such as those required to be made to the Unit, take place. The Tenants can choose to remain in the Unit or leave during the repairs.

[17] I find that the Landlord must have a professional repair person address the following repairs to the Unit by February 18, 2025:

- a. Repair or replace the washing machine.
- b. Repair the broken window.
- c. Repair the front door.
- d. Repair or replace the refrigerator.

IT IS THEREFORE ORDERED THAT

1. The Application is allowed.
2. The Landlord must have a professional repair person address the following repairs to the Unit by February 18, 2025:
 - a. Repair or replace the washing machine.
 - b. Repair the broken window.
 - c. Repair the front door.
 - d. Repair or replace the refrigerator.

DATED at Charlottetown, Prince Edward Island, this 17th day of January, 2025.

(sgd.) Mitch King

Mitch 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.