

INTRODUCTION

- [1] The Tenants are seeking compensation totalling \$724.50 the Tenants paid for repairs to the Unit.
- [2] The Landlord is seeking utilities owed in the amount of \$31.97.

DISPOSITION

- [3] I find that the Tenants have established part of their claim, and the Landlord will pay the Tenants \$103.50 for cleaning the heat pump.
- [4] I find that the Landlord has not established his claim for utilities owed.

BACKGROUND

- [5] The Unit is a single detached house that the Landlord recently acquired from his son.
- [6] On August 13, 2024, the Tenants and the Landlord's son entered into a written, fixed-term tenancy agreement from September 1, 2024, to August 31, 2025. The Tenants moved in on September 9, 2024. Rent is \$2,190.00, due on the first day of the month, and a security deposit of \$2,190.00 was paid at the beginning of the tenancy.
- [7] On November 20, 2024, the Tenants filed an amended *Form 2 (A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Residential Tenancy Office (the "Rental Office"). The Tenant Application seeks compensation totalling \$782.00 for repairs to the Unit that the Tenants paid for.
- [8] On December 10, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 30, 2025.
- [9] On January 10, 2025, the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking utilities owing in the amount of \$31.97.
- [10] On January 27, 2025, the Rental Office emailed an evidence package to the parties.
- [11] On January 30, 2025, the Tenants, the Landlord, and the Landlord representative (the "Representative") participated in a teleconference hearing. All parties stated they received a copy of the evidence package, and all documents submitted to the Rental Office were included in the evidence package.
- [12] At the beginning of the hearing, the Tenants amended the Tenant Application to seek \$724.50 in compensation instead of \$782.00.

ISSUES

- A. Must the Landlord pay the Tenants for repairs?
- B. Must the Tenants pay the Landlord for utilities owed?

ANALYSIS**A. Must the Landlord pay the Tenants for repairs?**

- [13] The Tenants stated they are seeking compensation totalling \$724.50 for repairs to the Unit that they paid for themselves. The Tenants stated the outside shrubbery was overgrown and was an “eyesore,” and it took the Tenants three days to weed. The Unit and shed were unclean when they moved in, and the Tenants had to clean it themselves. The Tenants had to pay to dispose of the weeds and garbage at the dump.
- [14] The Tenants stated the heat pump was full of mold, and the humidifier was plugged, so both needed to be cleaned. The Tenants noted that the Landlord agreed to pay for half of this expense but stated the entire cleaning should be the Landlord's responsibility. The gutters and the French drain were also plugged and needed to be cleaned.
- [15] The Tenants stated they hired companies to help with the required repairs. The Tenants noted that the home inspection report submitted by the Landlord noted some of the same repair issues. Photographs of the Unit and invoices were submitted as evidence.
- [16] The Tenants' invoices show that they paid:
1. \$241.50 to clean the Unit and remove garbage from the Unit and shed.
 2. \$253.00 to clean the heat pump (\$180.00+HST) and humidifier (\$40.00+HST).
 3. \$230.00 to clean the gutters.
- [17] The Representative stated the Tenants knew the shrubbery was overgrown before they moved in. The Representative told the Tenants to put the weeds behind the shed and put the blue bags from the shed out for recycling pickup. The Representative also took other garbage away himself. The Representative disputed that the Tenants had to do any weeding or attend the dump.
- [18] The Representative stated the Landlord agreed to pay for half of the heat pump cleaning. The Tenants did not respond to the Representative's offer but instead hired a company to clean the heat pump without first obtaining the Landlord's approval.
- [19] The Representative stated the Tenants called him about the gutters but that the Tenants hired a company to clean them before the Representative could attend the Unit for an inspection. The Representative stated the Tenants hired their son-in-law's company to clean the gutters, and he believes the cleaning bill is high. The Representative noted that the Tenants' photos of the gutters show they were not fully clogged.

Emergency Repairs

- [20] One issue I must decide is if the repairs that the Tenants made to the Unit would be considered “*emergency repairs*” as defined by the *Residential Tenancy Act* (the “Act”). The Act states that emergency repairs must be urgently required and necessary for the health or safety of anyone or the preservation or use of a residential property (s. 29(1)).
- [21] Based on the evidence presented, I find that the Tenants have not established that the repairs the Tenants made to the Unit would be considered “*emergency repairs*” or that the repairs were “*urgently required*” for the health or safety of anyone or the preservation or use of the Unit.

Maintain or Repair the Unit

- [22] As the repairs would not be considered emergency repairs, I must then decide if the Landlord failed to maintain or repair the Unit. The Act states that a landlord is required to comply with the health, safety and housing standards required by law and, regarding the age, character and location of the rental unit, make it suitable for occupation by a tenant (s. 28(1)).
- [23] The *Public Health Act Rental Accommodation Regulations* (the “Regulations”) states that a landlord is required to complete necessary repairs to a rental unit to make it sound, weatherproof, damp-proof, vermin-proof, safe, and sanitary (s. 9(a)).
- [24] The parties had conflicting evidence if weeding was required and if the Tenants needed to attend the dump to dispose of items. The evidence establishes the Tenants hired a company to clean the heat pump before obtaining the Landlord’s approval. The evidence also establishes that the Tenants hired a company to clean the gutters before the Representative was able to attend the Unit for an inspection.
- [25] I find that the Tenants have not provided sufficient evidence to establish that the Landlord had breached the Act or the Regulations. Although some of the repairs may have been required to the Unit, I find that the Tenants had not provided the Landlord with sufficient time to address the repairs or hire companies of the Landlord’s choosing.
- [26] If the Tenants believed that the Landlord was not completing repairs necessary to comply with the Act or the Regulations, the Tenants’ remedy would have been to file an application with the Rental Office requesting the Landlord be ordered to complete the required repairs.
- [27] However, as the Landlord had agreed to pay for half of the heat pump cleaning, I find that the Tenants have established that the Landlord will pay the Tenants \$103.50 according to the timeline below.

B. Must the Tenants compensate the Landlord?

- [28] The Landlord stated that he is seeking that the Tenants pay \$31.97 of the water/sewer bill. The Landlord stated the Tenants only paid \$50.00 but should have paid \$81.97.
- [29] The Landlord stated that his submitted calculations show the average water/sewer expense over three months (July to September 2024). That amount is then divided by three to average the Tenants’ usage for September 2024. The Landlord noted that the most recent water/sewer bill shows a monthly average of about \$100.00. The bills and calculations were submitted as evidence.
- [30] The Tenants stated they paid \$50.00 of the water/sewer bill because that is what an individual at the town hall told them was the amount they would owe for September 2024. The Tenants stated they did not move into the Unit until September 9, 2024, so there should not have been any expense incurred in September until they moved in.
- [31] I find that the Landlord has not provided sufficient evidence to establish that the Tenants owe \$31.97 of the water/sewer expense for September 2024.
- [32] The evidence establishes that the Landlord calculated what he believes the Tenants owe by averaging three months of water/sewer expenses. However, the Tenants did not live in the Unit in July or August 2024, and the water/sewer consumption during those months is unknown, as the bill only shows the total usage over three months. I find that the Landlord’s calculations do not sufficiently establish how much of the exact water/sewer expense the Tenants would be responsible for during September 2024. The Landlord Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenants \$103.50 by March 12, 2025.

DATED at Charlottetown, Prince Edward Island, this 12th day of February, 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.