

INTRODUCTION

- [1] The Landlord claims against the Tenants for rent owed plus additional compensation.
- [2] The Tenants claim against the Landlord for a determination that the Landlord failed to repair or maintain the Unit and for additional compensation.

DISPOSITION

- [3] The Landlord has established a rent owed claim against the Tenants for \$3,000.00 for January and February 2025 and \$919.35 for 19 days in March 2025, totalling \$3,919.35.
- [4] The Landlord's additional compensation claims are denied.
- [5] The Tenants' compensation claims are denied.

BACKGROUND

- [6] The Unit is a single-family house the Landlord owns.
- [7] The parties entered into a written, fixed-term tenancy agreement for the Unit from November 1, 2024, to October 30, 2025. Rent of \$1,500.00 is due on the first day of the month. A \$1,500.00 security deposit was paid at the beginning of the tenancy.
- [8] On January 17, 2025, the Landlord's representatives (the "Representatives") served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of February 6, 2025 (the "First Notice") for unpaid rent for January 2025 of \$1,500.00.
- [9] On January 23, 2025, the Representatives served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of February 28, 2025 (the "Second Notice") for failing to comply with a material term of the tenancy agreement despite written warning.
- [10] On January 27, 2025, the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Residential Tenancy Office (the "Rental Office") to dispute the First and Second Notices, to request a determination that the Landlord failed to repair or maintain the Unit, and additional compensation of \$25,000.00.
- [11] On February 2, 2025, the Representatives served the Tenants with a *Form 4(A) Eviction Notice* with an effective date of February 22, 2025 (the "Third Notice") for unpaid rent for February 2025 of \$1,500.00.
- [12] On February 7 and 24, 2025, the Representatives filed two *Form 2(B) Landlord Applications to Determine Dispute* with the Rental Office seeking rent owed and additional compensation of \$460.00, which is the subject of this decision (the "First and Second Landlord Applications.") The First and Second Landlord Applications also seek vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in **Order LD25-093**.
- [13] On February 14, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for March 6, 2025.
- [14] On February 26, 2025, the Rental Office emailed the parties a 144-page evidence package, as well as five audio files, via Titan File.

- [15] On March 3, 2025, the Representatives filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking additional compensation of \$2,793.88, which is the subject of this decision (the "Third Landlord Application.") The Third Landlord Application also seeks vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in **Order LD25-093**.
- [16] The three Landlord Applications will be called the "Landlord Applications."
- [17] On March 6, 2025, the Representatives and a Tenant, representing both Tenants, participated in the teleconference hearing to determine the Landlord and Tenant Applications. The parties confirmed receipt of the evidence package and confirmed that all evidence submitted to the Rental Office was included.
- [18] After the hearing, both parties submitted additional evidence, which was shared with the other party.

ISSUES

- A. Do the Tenants owe the Landlord rent?
- B. Must the Tenants compensate the Landlord for mold remediation?
- C. Must the Landlord compensate the Tenants due to mold in the Unit?

ANALYSIS

- [19] The Representatives stated that the Tenants have not paid rent for January, February, or March 2025. The Representatives stated that the Tenants told the Landlords that they were not going to pay the rent owed.
- [20] The Representatives stated that on January 15, 2025, a mold remediation company attended the Unit at the Tenants' request, as the Tenants stated they found mold in the Unit. The Representatives stated that they were not aware of any mold in the Unit prior to this date. They stated that the Unit was inspected on June 10, 2024, by Tourism PEI, and no mold was detected at that time.
- [21] On January 19, 2025, the mold remediation company told the Representatives that they were available to perform the mold remediation on January 23, 2025. The Representatives stated that on January 20 and 21, 2025, the Tenants were given written notice of the upcoming mold remediation and that they had to vacate the Unit during that time.
- [22] On January 23, 2025, the mold remediation company attended the Unit, but the Tenants refused to allow the company into the Unit. The remediation company still charged the Landlord \$460.00 for "deployment and standby," and the Representatives are seeking compensation for this expense.
- [23] The Representatives stated that because the Tenants are not allowing the mold remediation, the mold must be getting worse in the Unit. The mold remediation company estimated that the remediation would cost \$2,793.88. The Representatives are seeking the Tenants to pay for this expense.
- [24] The Tenant stated that he was seeking \$25,000.00 in compensation to recover all rent paid, plus property damage, medical expenses, moving expenses and pain and suffering. The Tenant stated that the Tenants have not paid rent for January, February, or March 2025 because of the condition of the Unit.

[25] The Tenant stated that when his family moved into the Unit, he asked the Representatives if there was any mold in the Unit. The Representatives told the Tenants that the Unit had been recently renovated and that there was no mold. The Tenant stated that in December 2024, the Tenant's family and dog all became sick. In January 2025, the Tenant found mold in the attic and a bedroom. The Tenant stated that he believes that the Representatives were not truthful when they told the Tenants there was no mold.

[26] The Tenant stated that the Representatives would not give him a copy of the mold remediation company's report showing the extent of the mold. The Tenant stated that he was not advised of the scope of the work required and that the Tenants were required to vacate the Unit for an unknown amount of time. The Tenant argued that the Representatives did not try to accommodate the Tenants with regard to the timeframe of the remediation.

A. Do the Tenants owe the Landlord rent?

[27] The parties agreed that the Tenants have not paid rent for January, February, or March 2025. In **Order LD25-093**, the Tenants have been ordered to vacate the Unit by March 19, 2025. I find that the Landlord has established a rent owed claim against the Tenants for \$3,000.00 for January and February 2025 and \$919.35 for 19 days in March 2025, totalling \$3,919.35.

B. Must the Tenants compensate the Landlord for mold remediation?

[28] The Landlords are seeking \$460.00 in additional compensation because the Tenants did not allow the mold remediation company into the Unit on January 23, 2025.

[29] The Tenant argued that the Representatives did not try to accommodate the Tenants with regard to the timeframe of the remediation. The Tenants stated they were not advised of the scope of the work required and that they were required to vacate the Unit for an unknown amount of time.

[30] Subsection 23(a) of the *Residential Tenancy Act* (the "Act") states that a landlord shall provide written notice to a tenant "at least" 24 hours before the time of entry to carry out a repair or to do work in a rental unit. I note that 24 hours is the minimum amount of time a landlord must provide notice. However, depending on the purpose and extent of the repair work required, a landlord may need to provide more than 24 hours to comply with other provisions in the Act.

[31] Section 23 cannot be considered in isolation from the rest of the Act. It must be considered in the context of section 22, which states that a tenant is entitled to the quiet enjoyment of a rental unit and reasonable privacy and freedom from unreasonable disturbance.

[32] The Representatives' evidence establishes that the mold remediation company required the Unit to be empty during the remediation work. I find that in this case, providing the Tenants with only three days' notice for the mold remediation work was not reasonable. The evidence establishes that the Tenants' family and their pet would have had to vacate the Unit for an unknown amount of time during the work.

[33] If the remediation work had taken place during the scheduled timeframe, I find that the work would have caused an unreasonable disturbance to the Tenants' quiet enjoyment of the Unit. I find that the three days' written notice was insufficient for the Landlords to remain in compliance with the Tenants' right of quiet enjoyment and freedom from unreasonable disturbance in section 22.

[34] The Representatives are also seeking \$2,793.88 in additional compensation for the cost of the mold remediation in the Unit. I find that the Representatives have not provided sufficient evidence to establish that any actions or neglect of the Tenants caused the mold. The Landlords have also not yet incurred these expenses.

[35] These claims are denied.

C. Must the Landlord compensate the Tenants due to mold in the Unit?

- [36] The Tenant stated that he was seeking \$25,000.00 in compensation to recover all rent paid, plus property damage, medical expenses, moving expenses and pain and suffering due to the presence of mold in the Unit.
- [37] I note that the Rental Office does not have jurisdiction to award money for personal injury claims.
- [38] Subsection 28(1) of 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.
- [39] Subsection 9(a) of 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.
- [40] I find that the Tenants have not provided sufficient evidence to establish that the Representatives have breached the Act or the Regulations. The evidence establishes that once the Representatives were advised of the possible presence of mold in the Unit, a mold remediation company was hired to inspect the Unit and perform mold remediation work. There is insufficient evidence to establish that the Representatives were aware of the presence of mold before the Tenants moved into the Unit. These claims are denied.

IT IS THEREFORE ORDERED THAT

1. The Tenants will pay the Landlord \$3,913.35 by May 12, 2025.

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