

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Tenant filed an application seeking an order that the Landlord repair and maintain the Unit.

DISPOSITION

- [3] The Landlord must repair and maintain the Unit as specified below and by the timeline below.

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom apartment in a multi-unit building (“Residential Property”).
- [5] The Tenant entered into a written tenancy agreement with the former owner sometime in 2012. Rent is \$453.24 due on the first day of the month and paid by social assistance. A \$450.00 security deposit was paid.
- [6] The owner purchased the Residential Property and the tenancy continued on a monthly basis. The Landlord is a property management company.
- [7] On November 20, 2024 Rental Office Order LD24-391 allowed the tenancy to continue. Order LD24-391 is included in the evidence as a “Director’s Exhibit.”
- [8] On April 24, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (“Application”) with the Rental Office seeking repairs to the Residential Property’s roof, the Unit’s ceiling and remediation for cockroaches.
- [9] On June 6, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing, scheduled for June 26, 2025, along with a copy of the Application.
- [10] On June 24, 2025 the Rental Office emailed the parties a 54-page PDF and 1-video-recording evidence package.
- [11] On June 26, 2025 the Tenant joined the teleconference hearing for determination of the Application. I telephoned the Landlord and left a voicemail message with the teleconference instructions and Rental Office phone number. Ten minutes after the scheduled hearing time the hearing proceeded in the Landlord’s absence. The Tenant confirmed all evidence submitted was included.

ISSUE

- A. Must the Landlord repair and maintain the Unit?

ANALYSIS

- [12] The Tenant submitted undisputed evidence that the Landlord has failed to repair or maintain the Unit.
- [13] The Tenant stated that there are two cracks in her bedroom ceiling, which causes water leaks when it rains. The Tenant stated that she informed the Landlord of the leak by text message and email, however, nothing has been done.

- [14] The Tenant submitted photographs and a video-recording of the cracks in the Unit's ceiling. The Tenant stated that the Unit is on the top floor, and that there is likely a hole somewhere in the Residential Property's roof.
- [15] The Tenant stated that since last summer the Unit and the Residential Property have had cockroaches. The Tenant stated that the Unit was sprayed but the cockroach issue continued.
- [16] An Environmental Health Report dated May 7, 2025 was included in the evidence ("Report"). The Report detailed particular requirements for the Landlord to complete by May 25, 2025.
- [17] The Tenant stated that the Landlord has not done the repairs.
- [18] Subsection 28(1) of the *Act* provides that a landlord is responsible for maintaining the condition of a rental unit:

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.

- [19] The *Public Health Rental Accommodation Regulations* also provide minimum standards for residential rental properties.
- [20] The Tenant claims that the Landlord has failed to repair or maintain the Unit.

Determination

- [21] I find that the evidence establishes the Tenant's claim.
- [22] The Landlord must complete the following by the timeline below:
- Find the source of water infiltration into the unit to be located and repaired. Any materials damaged by water to be removed and restored to a finished condition. Ceiling to be painted with mould resistant paint.
 - A professional pest control company must be hired to treat the cockroach infestation within 10 business days of the date of this Order.
 - All other units in the Residential Property to be assessed by the pest control company for cockroaches. Any affected units must also be treated for cockroaches at the same time.
 - All units adjoining (above, below, beside and across hallways) affected units must have preventative treatments applied to prevent the spread of cockroaches throughout the building.
 - Ensure that a professional pest control company completes all necessary treatments to eliminate all the cockroaches.
 - Tenants are to be given a list of precautions and steps to be completed in preparation for the pesticide application.
 - Complete any further requirements detailed on the Report.
- [23] I note that imposing these requirements are permitted under clauses 85(1)(c) and (p) of the *Act*.
- [24] If the Landlord fails to complete these requirements by the timeline below, then the Landlord may be subject to an administrative penalty imposed by the Director of Residential Tenancy under clause 93(1)(b) of the *Act*.

IT IS THEREFORE ORDERED THAT

1. The Landlord must complete the following by 5:00 p.m. on July 31, 2025 and provide proof of remediation to the Rental Office by August 1, 2025.
 - Find the source of water infiltration into the unit to be located and repaired. Any materials damaged by water to be removed and restored to a finished condition. Ceiling to be painted with mould resistant paint.
 - A professional pest control company must be hired to treat the cockroach infestation within 10 business days of the date of this Order.
 - All other units in the Residential Property to be assessed by the pest control company for cockroaches. Any affected units must also be treated for cockroaches at the same time.
 - All units adjoining (above, below, beside and across hallways) affected units must have preventative treatments applied to prevent the spread of cockroaches throughout the building.
 - Ensure that a professional pest control company completes all necessary treatments to eliminate all the cockroaches.
 - Tenants are to be given a list of precautions and steps to be completed in preparation for the pesticide application.
 - Complete any further requirements detailed on the Report.

DATED at Charlottetown, Prince Edward Island, this 27th day of June, 2025.

(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.