

## INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Landlord served three eviction notices to the Tenants seeking to end the tenancy based upon an employment relationship ending, no reason selected and for use by the Landlord's son. The Tenants disputed the three eviction notices.
- [3] The Tenants also seek remediation for a cockroach infestation in the Unit and compensation in the amount of \$1,700.00.

## DISPOSITION

- [4] The tenancy will end effective 5:00 p.m. on September 30, 2025. The Landlord must compensate the Tenants as required under section 72 of the *Act*.
- [5] The Landlord must complete the following requirements outlined below, by July 31, 2025.
- [6] The Landlord must also pay the Tenants \$1,172.67 by September 30, 2025.

## BACKGROUND

- [7] The Unit is a two-and-a-half bedroom, one-bathroom rental unit forming half of a duplex building ("Residential Property").
- [8] The Tenants and the former owner of the Residential Property entered into a written monthly tenancy agreement that started around December 1, 2021 ("Tenancy Agreement"). A security deposit of \$1,000.00 was paid on November 8, 2021. Rent of \$1,184.50 is due on the first day of the month.
- [9] On April 1, 2024 the Landlord purchased the Residential Property and the Tenancy Agreement continued.
- [10] On April 26, 2025 the Landlord served the Tenants a first *Form 4(A) Eviction Notice* with an effective date of May 31, 2025 ("First Notice") for an employment relationship ending. The particulars of termination stated: "no."
- [11] On April 26, 2025 the Landlord served the Tenants a second *Form 4(A) Eviction Notice* with an effective date of May 31, 2025 ("Second Notice"). The Landlord did not select any reasons on the Second Notice. The particulars of termination stated: "no."
- [12] On May 1, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* ("First Application") with the Rental Office disputing the First Notice and the Second Notice. The Tenants also requested remediation of a cockroach infestation.
- [13] On May 8, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 27, 2025.
- [14] On May 17, 2025 the Landlord served the Tenants a *Form 4(B) Eviction Notice* with an effective date of September 17, 2025 ("Third Notice") for own use and the Landlord's child use.
- [15] I note that the earliest vacate date for the Third Notice is September 30, 2025 because of the minimum four months' period, and be the day a period of the tenancy ends, required by subsection 62(2) of the *Act*. The Third Notice's vacate date is automatically corrected to September 30, 2025 under section 54.

- [16] On May 26, 2025 the Tenants filed a second *Form 2(A) Tenant Application to Determine Dispute* ("Second Application") with the Rental Office disputing the Third Notice and also seeking compensation in the amount of \$1,700.00.
- [17] On June 12, 2025 the Rental Office mailed and emailed the parties an updated notice of teleconference hearing scheduled for July 8, 2025.
- [18] On July 3, 2025 the Rental Office emailed the parties a 32-page PDF evidence package.
- [19] On July 8, 2025 the Tenants, the Landlord and the Landlord's translator joined the teleconference for determination of the First Application and the Second Application. The parties confirmed that they received the evidence package and that all evidence submitted was included.

## ISSUES

- A. Must the Tenants and all occupants vacate the Unit?
- B. Must the Landlord remediate the Unit for cockroaches and compensate the Tenants?

## ANALYSIS

- [20] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy.
- [21] In Order LR24-64, the Island Regulatory and Appeals Commission ("Commission") made the following comment regarding a landlord ending a tenancy (paragraph 21):

*"The termination of a tenancy is a serious matter and accordingly a Landlord seeking to evict a tenant must put forward compelling evidence..."*

- A. Must the Tenants and all occupants vacate the Unit?**

### The First Notice & the Second Notice

- [22] I find that the Landlord has not established valid reasons to end the tenancy under the First Notice and the Second Notice. Therefore, the First Application is allowed in part.
- [23] The Landlord stated that she served the First Notice and the Second Notice with errors. The Landlord stated that she just wanted the tenancy to end and did not know that she needed a specific reason.
- [24] The evidence establishes that there was no employment relationship between the parties. Therefore, the First Notice lack a valid reason for ending the tenancy. The First Notice is invalid.
- [25] The evidence establishes that there was no reason selected on the Second Notice. The particulars of termination also did not describe a valid reason for ending the tenancy. Section 53 of the *Act* requires the reason(s) of the end of the tenancy be stated in a notice of termination (eviction notice). Therefore, the Second Notice is invalid.

### The Third Notice

- [26] The Landlord selected one reason for ending the tenancy under clause 62(1)(c) of the *Act*, which states:

- (1) *A landlord who is an individual may end a tenancy by giving a notice of termination if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by*

...

- (c) *a child, parent or a dependent of the landlord or the landlord's spouse.*

- [27] The Landlord stated that her 19-year-old son was going to be moving into the Unit. The Landlord stated that she mistakenly selected "myself" on the Third Notice.
- [28] On July 9, 2025 the Tenants emailed the Rental Office stating that they are withdrawing their dispute of the Third Notice. The Tenants stated that they have found new living arrangements and were unsure if they were going to vacate the Unit on August 1, 2025 or September 15, 2025.
- [29] I find that the Third Notice is valid because it is no longer disputed by the Tenants. The tenancy will end effective **5:00 p.m. on September 30, 2025.**
- [30] The Tenants and all occupants will vacate the Unit by this time and date.
- [31] I note that the Tenants stated that they may have found a new living arrangement effective August 1, 2025. The Tenants may give the Landlords ten days' notice if they are vacating the Unit earlier than the Third Notice's effective date.
- [32] I direct the parties to section 69 of the *Act*, which states:

- (1) *Where a landlord gives a tenant a notice of termination of a tenancy under section 62, 63, 64, 66 or 67, the tenant may end the tenancy early by*
- (a) *giving the landlord at least 10 days' written notice of termination on a date that is earlier than the effective date of the landlord's notice; and*
- (b) *paying the landlord, on the date the tenant's notice is given, the proportion of the rent due to the effective date of the tenant's notice, unless subsection (2) applies.*
- (2) *Where the tenant paid rent before giving a notice of termination under subsection (1), on receiving the tenant's notice, the landlord shall refund any rent paid for a period after the effective date of the tenant's notice.*
- (3) *A notice of termination under this section does not affect the tenant's right to compensation under section 70.*
- (4) *The requirements of section 53 apply to notice required to be given under this section.*

- [33] I further note that the Landlord must compensate the Tenants one months' rent and reasonable moving expenses. Section 72 of the *Act* and subsection 6(1) of the *Residential Tenancy Regulations* ("Regulations") state:

*A landlord shall compensate a tenant who receives a notice of termination of a tenancy under section 62 or 63 in an amount equal to one month's rent plus reasonable moving expenses in accordance with the regulations or offer the tenant another rental unit acceptable to the tenant.*

- (1) *For the purposes of subsections 70(1) and (2) and sections 71 and 72 of the Act, reasonable moving expenses are the lesser of the actual expenses of the move or one month's rent.*

- [34] The Landlords will pay the Tenants one months' rent in the amount of \$1,184.50 in compensation. The Tenants will provide the Landlord with their invoice/receipt for moving expenses and the Landlord will pay the Tenants the lesser of the actual cost of moving or one months' rent (\$1,184.50) and the one months' rent compensation, due by September 30, 2025 (see section 73 of the *Act*).

**B. Must the Landlord remediate the Unit for cockroaches and compensate the Tenants?**

- [35] The Tenants stated that there has been an intermittent issue with cockroaches in the Unit throughout the tenancy. The Tenants described some self-help remedies. The Tenants purchased spray that was used to combat the infestation. The Tenants stated that on April 15, 2025 they informed the Landlord that the cockroach infestation had worsened.
- [36] On April 25, 2025 Environmental Health issued a report ("Report") to the Landlord requiring the Landlord to contact a professional pest control company within ten (10) business days. Further requirements were given to the Landlord, which had to be completed by May 1, 2025.
- [37] The Tenants stated that the Landlord had not done any of the requirements on the Report as of the hearing date.
- [38] The Tenants stated that they are seeking \$1,700.00 in compensation for the infestation, loss of food and damaged furniture due to the infestation.
- [39] The Landlord stated that she did respond to the Tenants immediately. The Landlord stated that she contacted a friend who had experience with dealing with cockroaches.
- [40] The Landlord stated that she received the Report.
- [41] The Landlord stated that she believed that the Tenants would handle the cockroach issue themselves. The Landlord stated that the Tenants were responsible for the infestation of the cockroaches.
- [42] The Landlord disputed the Tenants' compensation claim because there is no evidence to establish the quantum of \$1,700.00.

**Determination**

- [43] For the reasons below, I find that the Landlord must immediately contact a professional pest control company to remediate the cockroach infestation and the Landlord must follow the remaining requirements set out in the Report. The Landlord must also pay the Tenants \$1,172.67 for the inconveniences related to the cockroach infestation.
- [44] Subsections 28(1) and (2) of the *Act* state:
- (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.*
- (2) *For greater certainty, subsection (1) applies despite the tenant's knowledge of the state of repair of the residential property prior to entering into the tenancy agreement.*
- [45] Further, subsections 9(a) and (c) of the *Public Health Act Rental Accommodation Regulations* state:
- The owner of any dwelling shall, when necessary*  
(a) *carry out repairs or alterations to such dwelling in order to make it sound, weatherproof, damp-proof, vermin-proof, safe and sanitary in every respect;*

- (c) *take necessary precautions and undertake necessary treatment to prevent or eliminate infestations by cockroaches, bedbugs, fleas, silverfish, weevils, flies, rats, mice and any or all other pests.*

- [46] I find that the evidence establishes that the Landlord has not complied with her duties under subsection 28(1) of the *Act* and under subsections 9(a) and (c) of the *Public Health Act Rental Accommodation Regulations*.
- [47] Further, I find that the Landlord has not complied with the Report, which required the Landlord to comply with the clauses mentioned above.
- [48] I find that the Landlord must follow the requirements outlined in the Report, stated as followed:

***“Requirements:***

*A professional pest control company must be contracted within 10 business days of the date of this letter.*

*All other units in the building to be assessed by the pest control company for cockroaches. Any affected units must also be treated for cockroaches at the same time.*

*Any 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 (see attached). Tenants are to ensure these steps are followed, and to contact the property owner or contracted pest control company with any questions or concerns regarding the pre-treatment steps.*

*Once the treatment is completed, you are to retain a copy of the final report for a period of 6 months. If requested, the report is to be provided to Environmental Health for verification of treatment. The report is to detail what treatments were applied, the locations which were treated, and the dates of treatment.*

*Following the completion of treatment, ensure passive monitoring (glue boards or bait stations) for the period of one month, keeping records of each visit.”*

- [49] The Landlord must complete the above requirements by July 31, 2025.
- [50] I find that the Tenants have a valid claim against the Landlord for compensation. However, I find that the Tenants did not provide sufficient evidence to prove their \$1,700.00 claim.
- [51] I find that the evidence establishes that the Landlord failed to repair, maintain and remediate the Unit. The evidence further establishes that the Landlord did not take reasonable steps to repair, maintain and remediate the Unit. Rather, the Landlord put the burden onto the Tenants.
- [52] The evidence further establishes that the Landlord knew of the Report, yet did not comply with the Report.
- [53] I find that the Tenants are awarded \$1,172.67 for compensation against the Landlord for inconveniences and loss of enjoyment of the Unit, as a result of the Landlord's contravention of the *Act* (see clauses 85(1)(d) and (i)).
- [54] The \$1,172.67 award is calculated as followed:
- \$390.89 (or 33% of total monthly rent) multiply by three months (May, June and July 2025).

- [55] I find that the Report gave the Landlord until May 1, 2025 to complete the listed requirements. The Landlord did not complete the requirements listed on the Report. Therefore, the Tenants are awarded compensation for the inconvenience of the Landlord's non-compliance for May, June and July 2025. As the Tenants continued to live in the Unit and had some benefit and use of the Unit, I find that a 33% reduction per month is appropriate in this case.

## CONCLUSION

- [56] The Third Notice is valid and the tenancy will end effective **5:00 p.m. on September 30, 2025**. The Tenants and all occupants will vacate the Unit by this time and date.
- [57] The Tenants may give the Landlord ten days' written notice if they are vacating the Unit earlier than the September 30, 2025 vacate date. The Landlord must refund the Tenants if the circumstances in subsection 69(2) apply.
- [58] The Landlord must pay the Tenants one months' compensation in the amount of \$1,184.50. The Landlord must also pay the Tenants reasonable moving expenses, which is the lesser of the actual moving expenses or \$1,184.50, by September 30, 2025.
- [59] The Landlord must immediately complete the following requirements by July 31, 2025:

### **Requirements:**

- A professional pest control company must be contracted within 10 business days of the date of this letter.
  - All other units in the building to be assessed by the pest control company for cockroaches. Any affected units must also be treated for cockroaches at the same time.
  - Any 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 (see attached). Tenants are to ensure these steps are followed, and to contact the property owner or contracted pest control company with any questions or concerns regarding the pre-treatment steps.
  - Once the treatment is completed, you are to retain a copy of the final report for a period of 6 months. If requested, the report is to be provided to Environmental Health for verification of treatment. The report is to detail what treatments were applied, the locations which were treated, and the dates of treatment.
  - Following the completion of treatment, ensure passive monitoring (glue boards or bait stations) for the period of one month, keeping records of each visit
- [60] The Landlord must pay the Tenants \$1,172.67 by September 30, 2025.
- [61] The First Application is allowed.
- [62] The Second Application is allowed, in part.
- [63] **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 tenancy will end effective **5:00 p.m. on September 30, 2025**. The Tenants and all occupants will vacate the Unit by this time and date.
2. The Landlord must complete the following requirements by July 31, 2025:
  - A professional pest control company must be contracted within 10 business days of the date of this letter.
  - All other units in the building to be assessed by the pest control company for cockroaches. Any affected units must also be treated for cockroaches at the same time.
  - Any 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 (see attached). Tenants are to ensure these steps are followed, and to contact the property owner or contracted pest control company with any questions or concerns regarding the pre-treatment steps.
  - Once the treatment is completed, you are to retain a copy of the final report for a period of 6 months. If requested, the report is to be provided to Environmental Health for verification of treatment. The report is to detail what treatments were applied, the locations which were treated, and the dates of treatment.
  - Following the completion of treatment, ensure passive monitoring (glue boards or bait stations) for the period of one month, keeping records of each visit
3. The Landlord must pay the Tenants \$1,172.67 by September 30, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 14th day of July, 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.