

**INTRODUCTION**

- [1] This decision determines an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenant disputes an eviction notice served by the Landlord for disturbing and endangering others, or putting the landlord’s property at significant risk and failing to comply with a material term of the tenancy agreement.
- [3] The Tenant seeks compensation totalling \$3,500.00 because the Landlord failed to repair or maintain the Residential Property, thereby breaching the Tenant’s right to quiet enjoyment of the property.

**DISPOSITION**

- [4] I find that the tenancy will continue in full force and effect.
- [5] The Landlord will hire a professional pest control company and ensure that the pest control company completes all necessary treatments to eliminate pests from the Residential Property.
- [6] The Landlord will pay the Tenant \$1,500.00 for the reduced value of the tenancy agreement and inconveniences related to the pest infestation.

**BACKGROUND**

- [7] The Unit is a room with shared common facilities in an apartment (the “Residential Property”).
- [8] On January 1, 2022, the parties entered into a written, month-to-month tenancy agreement for the Unit. A security deposit of \$510.00 was paid at the beginning of the tenancy. Rent is \$537.00 due on the first day of the month.
- [9] On June 19, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of July 31, 2025 (the “Notice”) for disturbing and endangering others, or putting the landlord’s property at significant risk and failing to comply with a material term of the tenancy agreement.
- [10] The Notice’s particulars of termination stated:

*“Tenant repeatedly failed to clean shared areas despite many verbal and written warnings. In Nov 2024, I received an order stating eviction is allowed if this continues. I gave him many chances and options to improve, but there has been no significant improvement. His behaviour has continuously disrupted the unit’s living environment and breached the tenancy.”*
- [11] On June 19, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice and seeking compensation of \$3,500.00 because the Landlord failed to repair and maintain the Residential Property, thereby breaching the Tenant’s right to quiet enjoyment of the property.
- [12] On June 27, 2025, the Rental Office sent the parties a notice of a teleconference hearing scheduled for July 15, 2025.
- [13] On July 11, 2025, the Rental Office shared a 238-page PDF and four videos (the “Evidence Package”) with the parties via TitanFile.
- [14] On July 15, 2025, the Tenant and the Landlord’s representative (the “Representative”) participated in a teleconference hearing to determine the Application. The parties confirmed that they had

received a copy of the Evidence Package and that all evidence that they had submitted to the Rental Office was included.

## ISSUES

- A. Must the Tenant and all occupants vacate the Unit due to the Notice?
- B. Must the Landlord compensate the Tenant for failing to repair and maintain the Residential Property?

## ANALYSIS

### A. Must the Tenant and all occupants vacate the Unit due to the Notice?

- [15] The Representative's evidence is summarized as follows.
- [16] Since moving into the Unit in January 2022, the Tenant has repeatedly failed to fulfill his basic cleaning responsibilities. The Tenant has left unwashed dishes in the shared kitchen, neglected public areas, and allowed garbage to pile up. Other tenants expressed these concerns to the Representative, and the Representative has tried to help the Tenant with his responsibilities.
- [17] In September 2022, the situation significantly disrupted the living conditions of other tenants, and the Representative began sending messages and speaking with the Tenant in person. She also frequently cleaned the kitchen herself. These problems continued throughout 2023 and 2024, but the Representative chose not to evict the Tenant.
- [18] In November 2024, the Representative and another tenant ("T1") participated in a Rental Office hearing (Order LD24-388). In that matter, T1 complained that the kitchen's cleanliness was an issue and alleged that the other tenants, including the Tenant, were not doing their share of the cleaning.
- [19] In Order LD24-388, the Rental Officer noted that if further written warnings were given to specific tenant(s) and continued non-compliance continued, then the Landlord may need to serve the specific tenant(s) with a notice of termination. The Representative served the Tenant with the Notice because he was still not doing his share of cleaning.
- [20] The Representative submitted photographs of the Residential Property as well as messages between the parties as evidence.
- [21] The Tenant's evidence is summarized as follows.
- [22] The Tenant disputed that he was the sole cause of the uncleanliness in the Residential Property. Other tenants also fail to clean their dishes, and he often cleans the dishes of the other tenants. The Tenant acknowledged that some of the dishes in the Landlord's photographs are his, such as a pot he had been soaking, but that most of the dirty dishes and trash are not his responsibility.
- [23] When the Representative observes dirty dishes or trash in the Residential Property, she will contact the Tenant to clean up the mess. The Tenant does not want to cause problems, so he agrees to clean up the mess at the Representative's request, even though the mess may not be his fault. The tenants all currently take turns taking out the trash.
- [24] The Landlord's reasons for terminating the tenancy are under subsections 61(1)(d) and (h) of the Act, which state:

*A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*

- (d) *the tenant or a person permitted on the residential property by the tenant has*
- (i) *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
  - (ii) *seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*
  - (iii) *put the landlord's property at significant risk.*

- (h) *the tenant*
- (i) *has failed to comply with a material term of the tenancy agreement, and*
  - (ii) *has not corrected the situation within a reasonable time after the landlord has given written notice to do so.*

[25] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notice.

[26] In Order LR24-64, the Island Regulatory and Appeals 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..."*

[27] The Representative stated that she had received complaints from other tenants living in the Residential Property. The complaining tenants told her that the Tenant was not cleaning his trash or dirty dishes. She stated that she has warned the Tenant several times about cleaning up his mess, but he has failed to do so.

[28] However, none of the complaining tenants participated as witnesses at the hearing. When a landlord is evicting a tenant for cause, the best practice is for the landlord to have the affected persons participate in the hearing. The parties or witness would affirm to tell the truth, provide their testimony, and be available to answer questions regarding their evidence.

[29] In Order LR23-83, the Commission noted in that matter, as in this matter, that the tenant presented direct evidence which was capable of being questioned and tested. The landlord, on the other hand, who bears the burden of proof, brought none of their witnesses to the hearing. Further, the landlord in that case, as in this case, had very little direct involvement in the relevant allegations and therefore had very little direct evidence to offer to the Commission.

[30] The Tenant, in this case, testified that other tenants also fail to clean their dishes, and he often cleans the dishes of the other tenants. He disputed that he is the sole cause of the dirty dishes or trash in the Residential Property, and he will clean up other tenants' messes when the Representative asks him to.

[31] I find that the Representative has not established that the Tenant is the sole cause of the dirty dishes or trash, or that he has failed to comply with subsections 61(1)(d) and (h) of the Act.

[32] I find that the Notice is invalid and the tenancy shall continue.

**B. Must the Landlord compensate the Tenant for failing to repair and maintain the Residential Property?**

[33] The Tenant's evidence is as follows.

- [34] The Landlord has failed to ensure that the Residential Property is free of pests, such as bedbugs, cockroaches, and spiders. The Tenant acknowledged that the Representative has tried to address his concerns regarding the pests. She has attempted to clean the property, and replaced a mattress; however, the pests are still present. The Tenant is seeking \$3,500.00 in compensation due to the continued presence of pests, which has breached his right to quiet enjoyment.
- [35] The Tenant has informed the Representative on multiple occasions of the presence of these pests; however, the Representative has failed to have the Residential Property fumigated by a professional company. The Tenant has stopped complaining to the Representative about the pests because she will not remedy the problem.
- [36] The Tenant submitted into evidence messages between the parties, which show that he notified the Representative about the presence of pests in the Residential Property as early as February 1, 2023 and May 5, 2023. The Tenant also submitted recent photographs and videos that he stated show pests are still in the Residential Property as well as bed bug bites on the Tenant's girlfriend's body.
- [37] The Representative's evidence is as follows.
- [38] The Representative has cleaned the Residential Property whenever the Tenant complained of pests. She has been watching for cock roaches, but hasn't seen any in the property recently. There may be some small pests in the Residential Property, but she denied that it would constitute an infestation. The pests may be returning due to the property's lack of cleanliness.
- [39] In 2023, the Tenant complained of bed bugs in the property. She acted right away and replaced the affected mattress. The Tenant has not complained of any bed bugs since that time, and she would have addressed the current bed bug issue if she had been notified.
- [40] Subsection 28(1) of the Act states:
- 28(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.*
- [41] Further, subsections 9(a) and (c) of the *Public Health Act Rental Accommodation Regulations* (the "Regulations") state:
- (9) 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.*
- [42] I find that the evidence establishes that the Landlord has not complied with their duties under subsection 28(1) of the Act and subsections 9(a) and (c) of the Regulations.
- [43] In a text message dated February 1, 2023, the Tenant informed the Representative that he was seeing "a lot of bedbugs" in his bed. In a text message dated May 5, 2023, the Tenant requested fumigation to address the bedbug and cockroach infestation in the Residential Property.
- [44] I find that after the Tenant notified the Representative of the pests, the Landlord failed to properly comply with her duties to address the pest infestations, as evidenced by the presence of pests in the Residential Property over two years later.

- [45] I note that the Representative has attempted to clean the Residential Property and replaced a mattress; however, I find that these remedies have been insufficient to rid the Residential Property of the pests.
- [46] I find that the Landlord will hire a professional pest control company and ensure that the pest control company completes all necessary treatments to eliminate pests from the Residential Property.
- [47] I find that the Landlord will also compensate the Tenant, calculated as \$50.00 per month for 30 months, totalling \$1,500.00, for the reduced value of the tenancy agreement and the inconveniences related to the pest infestation, which breached the Tenant's right to quiet enjoyment and right to freedom from unreasonable disturbance under section 22 of the Act.
- [48] The compensation is calculated from the date the Tenant first notified the Landlord of the pest infestation in the Residential Property, which occurred on February 1, 2023.
- [49] The compensation is calculated as follows:

<b>Date</b>	<b>Amount</b>
February to December 2023 (11 months x \$50.00)	\$550.00
January to December 2024 (12 months x \$50.00)	\$600.00
January to July 2025 (7 months x \$50.00)	\$350.00
Total	\$1,500.00

**IT IS THEREFORE ORDERED THAT**

1. The tenancy agreement will continue in full force and effect.
2. The Landlord will hire a professional pest control company by July 28, 2025, and ensure that the pest control company completes all necessary treatments to eliminate pests from the Residential Property.
3. The Landlord will pay the Tenant \$1,500.00 by August 21, 2025.

**DATED** at Charlottetown, Prince Edward Island, this 21st day of July, 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.