

INTRODUCTION

[1] This decision determines two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").

[2] The Tenant seeks compensation from the Landlord and repairs to the Unit.

DISPOSITION

[3] I find that the Tenant has provided insufficient evidence to establish the Tenant's claims for compensation and repairs.

BACKGROUND

[4] The Unit is located in a four-unit building (the "Residential Property") that the Landlord has owned since December of 2013. The Unit is about 400 to 500 square feet in size.

[5] The parties entered into a first written, fixed-term tenancy agreement from early September of 2024 to November 30, 2024. Rent in the amount of \$1,000.00 is due on the first day of the month and a security deposit of \$1,000.00 was paid.

[6] The parties entered into a second written, fixed-term tenancy agreement from December 1, 2024 to March 31, 2025.

[7] The parties entered into a third written, fixed-term tenancy agreement from April 1 to 30, 2025 (the "Tenancy Agreement").

[8] The Landlord prepared a fourth written tenancy agreement but the Tenant refused to sign it because the tenancy converted to a month-to-month agreement.

[9] On April 1, 2025 the Landlord served the Tenant with a *Form 4(B) Eviction Notice* effective July 31, 2025 for the Landlord's possession of the Unit (the "First Notice").

[10] I note that the effective date is automatically corrected to August 31, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 62(2).

[11] On April 10, 2025 the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* effective May 31, 2025 for behaviour, damage and failure to comply with a material term of the Tenancy Agreement (the "Second Notice").

[12] On April 10, 2025 the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the First Notice and the Second Notice, which is the subject of Order LD25-272. This application also seeks compensation and repairs, which are the subject of this decision.

[13] On April 14, 2025 the Tenant filed an amended application with the Rental Office.

[14] On June 12, 2025 the Rental Office sent the parties notice of a teleconference hearing. There were later notices sent to the parties due to an additional application and additional evidence, with the hearing being scheduled for and heard on July 24, 2025.

[15] On June 26, 2025 the Tenant amended the application again (the "First Application").

[16] On June 30, 2025 the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* effective July 31, 2025 under clause 61(1)(d) of the *Act* (the "Third Notice"). The particulars of termination stated:

“Belligerent and demeaning and degrading language towards landlady/tenant. Threat and action of placing pepper inside laundry machines used by all tenants. Threat and action of making loud noise during quiet time disturbing tenants.”

- [17] The First Notice, the Second Notice and the Third Notice are together called the “Notices” in this decision.
- [18] On or about July 8, 2025 the parties were provided with the Tenant’s evidence package (“TEP”) and the Landlord’s evidence package (“LEP”).
- [19] On July 8, 2025 the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Third Notice (the “Second Application”), which is also the subject of Order LD25-272. This application also requests repairs, which is the subject of this decision.
- [20] On or about July 17, 2025 the Rental Office provided the parties with a supplementary evidence package (“SEP”).
- [21] On July 24, 2025 the Tenant, the Landlord, and the Landlord’s two witnesses participated in a teleconference hearing. I reviewed the three evidence packages with the parties and confirmed that all evidence submitted was included, except for one video that the Landlord submitted to the Rental Office on July 16, 2025. This video is not part of the evidentiary record for the determination of this matter.

ISSUE

- A. Has the Tenant established claims for compensation and repairs?

ANALYSIS

- [22] For the reasons below, I find that the Tenant’s compensation and repair claims are denied due to insufficient evidence.
- [23] At the hearing the parties stated that the Department of Environmental Health did not inspect the Unit during the tenancy.
- [24] I note that Environmental Health has authority to inspect residential rental properties and issue reports under the *Public Health Act Rental Accommodation Regulations*.
- [25] Environmental Health reports normally make observations on the condition of a rental unit. These reports also provide required and recommended steps and a timeline for addressing any problems. Environmental Health inspectors are subject matter experts that can provide relevant written opinion evidence on whether a rental unit is properly maintained.
- [26] As the Unit was not inspected, I do not have the benefit of an Environmental Health report to consider the Tenant’s compensation and repair claims.
- [27] The Tenant did not provide evidence from a third party, such as a contractor, regarding the condition of the Unit.
- [28] I have reviewed the Tenant’s claims of harassment by the Landlord and find that these claims are unsubstantiated. For instance, the Tenant complained of the Landlord attending the Unit to deliver a notice. However, this was an activity the Landlord was permitted to complete under the *Act*.
- [29] Instead, as determined in Order LD25-272, it has been the Tenant’s behaviour towards the Landlord that has been highly concerning. It is clear that the Tenant’s behaviour would create difficulties for the Landlord finding contractors willing to attend the Unit to complete repairs.

[30] I also note that in Order LD25-272 the Tenancy Agreement is terminated and the Tenant is required to vacate the Unit. The Landlord has provided evidence that she will not be advertising the Unit for long-term rentals governed by the *Act*. In these circumstances a repair order would not be appropriate.

IT IS THEREFORE ORDERED THAT

1. The Tenant's claims for compensation and repairs are denied.

DATED at Charlottetown, Prince Edward Island, this 28th day of July, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.