

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Tenant seeks repairs to the Unit.

DISPOSITION

- [3] I find that the Landlord must repair the Unit by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom rental unit, being one-half of a side-by-side duplex.
- [5] In June 2021 the parties entered into an oral monthly tenancy agreement. Rent in the amount of \$1,097.00 is due on the first day of the month and a security deposit of \$1,097.00 was paid.
- [6] On June 30, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* ("Application") with the Rental Office seeking repairs to the Unit.
- [7] On July 11, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for July 24, 2025, along with a copy of the Application.
- [8] On July 17, 2025 the Rental Office emailed the parties a 35-page PDF, and one-video recording evidence package.
- [9] On July 24, 2025 the Tenant, the Tenant's witness ("TW") and the Landlord's representative ("Representative") participated in a teleconference hearing. The parties confirmed that they had received the evidence package and the Tenant confirmed all evidence submitted to the Rental Office was included. The Landlord did not submit any evidence.

ISSUE

- A. Must the Landlord repair the Unit?

ANALYSIS

- [10] For the reasons below, I find that the Landlord must repair the Unit by the timeline below.

- [11] Subsection 28(1) of the *Act* states:

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.

- [12] Further, subsection 9(a) of the *Public Health Act Rental Accommodation Regulations* states:

The owner of any dwelling shall, when necessary 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.

- [13] In this case, the Tenant seeks repairs to the Unit's roof and ceiling, which leaks water when it rains.

- [14] On April 15, 2025 an Environmental Health Officer completed a report ("Report") outlining their observations and requirements. The Report was sent to the Landlord. The Report had the following requirements:
1. *Investigate and repair the source of the leak. Ceiling to be repaired. Once repaired the ceiling to be resealed, it is recommended to seal with a mold-resistant paint.*
 2. *Bathtub to be repaired or replaced as necessary. Caulking which is stained, loose, or missing to be replaced in the bathroom.*
- Item #1 to be completed by May 24, 2025. Item #2 to be completed by May 2, 2025. If you are unable to comply with this time frame, you must contact the undersigned to request an extension for work to be completed.*
- [15] The evidence establishes that the above work was not completed by the deadlines set in the Report. Further, the Landlord did not request an extension to have the work completed.
- [16] The Tenant and TW provided testimony that the leak from the roof/ceiling has progressively gotten worse. The Tenant submitted photographs and a video-recording of the leak and water damage in the Unit.
- [17] The Representative stated that he had a contractor inspect the Unit. The Representative stated that the repairs are on-going. A tarp has been placed on the Unit's roof. The Representative stated that the external roof should be repaired. The Representative stated that the inner roof/ceiling is planned to be repaired and inspected for mould in the coming weeks. The Representative stated that next summer the Unit will be getting a steel roof.
- [18] I have reviewed the evidence. I find that the Landlord has taken steps in repairing the Unit and is currently in the process of completing those repairs.
- [19] The Representative stated that finances, on-going projects at other rental properties and the availability of repair professionals have caused some delays in the process.
- [20] I find that the Landlord must complete the repairs outlined in the Report by September 2, 2025.
- [21] The Landlord must provide the Rental Office with written confirmation once the said repairs are completed.
- [22] If the Landlord does not complete the repairs by the timeline below, then the Tenant may file an application with the Rental Office seeking a return of rent and/or a rent reduction until the repairs are completed.
- [23] The Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The Landlord must complete the following repairs by September 2, 2025
 - A. Investigate and repair the source of the roof leak. Repair the ceiling. Once the ceiling is repaired, the ceiling must be resealed with a mould-resistant paint.
 - B. Bathtub to be repaired or replaced as necessary. Caulking which is stained, loose, or missing must be replaced in the bathroom.
2. The Landlord must provide the Rental Office with written confirmation once the repairs are completed.

DATED at Charlottetown, Prince Edward Island, this 28th 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.