

INTRODUCTION

- [1] This decision determines an application filed by the Tenant with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (or the "Act").
- [2] The Tenant claims against the Landlord in the amount of \$1,500.00 regarding cockroaches in the Unit.

DISPOSITION

- [3] I find that the Landlord's efforts to remediate the cockroach infestation were inadequate, resulting in the Tenant's reduced enjoyment of the Unit.
- [4] The Landlord must pay the Tenant \$600.00 by the timeline below.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom unit in a twelve-unit building (the "Residential Property").
- [6] On August 23, 2018 the parties signed a written, fixed-term tenancy agreement. At the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of \$1,127.00 is due on the first day of the month. The Tenant paid a \$500.00 security deposit at the beginning of the tenancy.
- [7] On May 15, 2025 an Environmental Health Officer issued a report regarding cockroaches in the Unit (the "Report").
- [8] On June 11, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office requesting a determination that the Landlord contravened the Act and is seeking compensation in the amount of \$1,500.00.
- [9] On September 4, 2025 the Rental Office mailed and emailed the parties a notice of teleconference hearing scheduled for October 14, 2025, along with a copy of the Application.
- [10] On October 1, 2025 the Rental Office emailed the parties a fifty-page PDF evidence package.
- [11] On October 14, 2025 the Tenant, the Tenant's representative, the Landlord's two representatives "JO" and "LF" collectively, the "Representatives," and three witnesses for the Landlord "LW1, LW2 and LW3" joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

ISSUE

- A. Must the Landlord compensate the Tenant regarding cockroaches in the Unit?

ANALYSIS**Legal Basis**

- [12] The Tenant claims against the Landlord in the amount of \$1,500.00 because of cockroaches in the Unit between April 6, 2025 and July 2, 2025.
- [13] Subsection 28(1) of the *Act* requires a landlord to repair and maintain a rental unit, stating:
- 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.*
- [14] Section 9 of the *Public Health Act Rental Accommodation Regulations* (the “*Regulations*”) requires a landlord to treat a cockroach infestation in a rental unit, stating in part:
- 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.*
- [15] For the reasons below, I find that the Landlord’s efforts to remediate the cockroach infestation were inadequate resulting in the Tenant’s reduced enjoyment of the Unit. The Landlord must compensate the Tenant \$600.00 by the timeline below.

Summary of the Evidence

- [16] The Tenant’s evidence is summarized as follows.
- [17] The Residential Property had a prior cockroach infestation in 2023, which affected the Unit. This infestation was remediated at that time.
- [18] On April 6, 2025 the Tenant first noticed cockroaches in the Unit. The Tenant tried to call JO and did not receive an answer. The Tenant found more cockroaches and on April 23 and April 26 the Tenant text messaged JO without a response.
- [19] The Tenant contacted Environmental Health on May 5 and on May 15, 2025 the Report was issued to the Landlord. The Report required the Landlord to contract a professional pest control company within ten business days of the date of the Report, and assess all other rental units in the Residential Property and treat if needed. The Report outlined other requirements such as to give the Tenant a list of precautions to prevent the spread of cockroaches, retain reports and passively monitor the Residential Property after treatment. The Landlord had until June 15, 2025 to complete the requirements of the Report.
- [20] The Tenant stated the first time JO contacted her was on May 6, 2025. The Tenant stated that JO requested that she purchase traps and poison for the cockroaches. The Tenant purchased the sticky traps and placed them in the Unit.
- [21] The Tenant stated that the Landlord did not do anything further. The Tenant stated that she and her representative left numerous text messages, phone calls and voicemail messages without a response from JO.

- [22] On June 5, 2025, the Landlord hired Atlantic Pest Control ("Atlantic"). The Tenant stated that Atlantic inspected the Unit. The Tenant denied the Representatives' claim that she denied Atlantic entry to the Unit.
- [23] On June 11, 2025 Atlantic completed their first spray of the Unit. The Tenant stated that she was advised by Atlantic not to stay in the Unit for twenty-four hours. The Tenant stated that she paid a friend \$600.00 in cash to stay at their cottage for four days. The Tenant stated that she has pre-existing medical issues and wanted to ensure the spray was gone before moving back into the Unit.
- [24] On June 16, 2025 the Tenant hired Grime Stoppers to clean the Unit after the first spray by Atlantic. The Tenant stated that it cost \$327.75 to deep clean the Unit. Since June 16, the Tenant has not seen cockroaches in the Unit.
- [25] The Tenant stated the Landlord terminated Atlantic's treatment plan on June 17, 2025. The Tenant stated that JO called her asking if Orkin came to the Unit. The Tenant stated that Orkin did not come to the Unit.
- [26] On July 2, 2025 Orkin inspected the Unit and left sticky traps.
- [27] The Tenant provided submissions regarding the emotional stress, out of pocket expenses and loss of enjoyment caused by the cockroaches in the Unit. The Tenant is seeking compensation because the Landlord took over two months to remediate the cockroaches in the Unit. The Tenant also disputed the Landlord's claim that the Unit was unclean.
- [28] The Landlord's evidence is summarized as followed.
- [29] The Representatives did not dispute the Tenant's timeline. JO stated that she first became aware of the cockroaches in the Unit on April 23, 2025. JO stated that she received the complaint from the Tenant and another tenant across from the Residential Property. JO stated that she did not respond right away due to a family medical emergency.
- [30] JO stated that at the end of April she called the neighbouring tenants to inquire if they had cockroaches. JO stated that the tenants in the adjacent rental units confirmed that they did not have cockroaches. JO stated that she requested LW2, who is a tenant in unit 4 to place sticky traps in the utility room.
- [31] JO stated that she received the Report and contacted Environmental Health regarding some questions about the Report.
- [32] JO stated that she hired Atlantic, however, the Tenant denied them access on the June 10, 2025 inspection. JO stated that the Tenant booked the June 19 treatment without her permission. JO stated that she terminated Atlantic's treatment because they did not submit a report to her. JO stated that she contacted Orkin and hired them to inspect the Residential Property. JO stated that Orkin was busy and was unable to inspect the Residential Property until July 2, 2025.
- [33] JO submitted a copy of the inspection report into evidence, which concluded the Unit did not have cockroaches and only Unit 11 had signs of cockroaches, which full treatment was recommended.
- [34] LW1 is the Residential Property's property manager, who started his role in July 2025. LW1 did not provide any testimony regarding the issue on the Application.
- [35] LW2 is the tenant in unit 4 in the Residential Property. LW2 stated that he put sticky traps down in the utility room only and did not have any cockroach issues in his rental unit.
- [36] LW3 is the tenant in unit 8 in the Residential Property. LW3 stated that he did not have any cockroaches in his rental unit.

Determination

- [37] The Application seeks a determination of whether or not the Landlord failed to take adequate steps to treat the cockroaches in the Unit.
- [38] In Order LR23-82 the Island Regulatory and Appeals Commission (the “Commission”) determined a dispute regarding a cockroach infestation. At paragraph 11 the following is stated:
- “The Commission finds that the Landlord failed to take effective action when he was first notified of the cockroach infestation in the summer of 2022. Instead of hiring a professional pest control company, he purchased insect spray from a store and had the Tenants spray. Ultimately the Tenants contacted Environmental Health. The Landlord failed to follow the requirements of Environmental Health and the first spray only occurred in May 2023.”*
- [39] Included in the evidence was the Report. The Rental Office and Environmental Health have separate lines of authority regulating residential rental units. In Order LR24-17 the Commission stated in part:
- “...In addition, the Commission wishes to point out that the Environmental Health Report has its own line of authority, independent of Order LD23-502.”*
- [40] Environmental Health makes a determination whether the Landlord is in compliance with the *Public Health Act Rental Accommodation Regulations*. In this case, the Report found that the Landlord was not in compliance.
- [41] The evidence establishes that JO became aware of the cockroaches in the Unit on April 23, 2025. JO did not respond to the Tenant until May 6, 2025 where she instructed the Tenant to purchase her own traps. The Tenant contacted Environmental Health after receiving no further communication with JO. The Report was issued to the Landlord and outlined numerous requirements on May 15, 2025.
- [42] A professional pest control company was hired on June 5, 2025. At this point it was forty-three days after JO was first informed of the cockroaches in the Unit. Atlantic inspected the Unit on June 10 and completed their first spray on June 11, 2025. The Tenant found alternative living accommodations for four days. The Tenant moved back into the Unit and there was no further evidence of cockroaches in the Unit.
- [43] The Landlord fired Atlantic and hired Orkin, who completed an inspection of the Residential Property, including the Unit on July 2, 2025. Orkin concluded that only one rental unit in the Residential Property had cockroaches and that the Unit was free of cockroaches.
- [44] The Representatives’ evidence is that they needed to complete an investigation. However, JO’s evidence was that she contacted neighbouring tenants on April 25, 2025 and learned that they did not have any cockroaches in their rental units. I am not satisfied that any further investigation was required before contacting a professional pest company.
- [45] JO’s initial delay due to a family medical emergency was reasonable, although, JO could have also asked LF to contact the Tenant immediately and take the first steps of hiring a pest control company. I note that JO did have LW2 put some traps down in the utility room. This was a good first step but does not satisfy the Landlord’s obligations under the *Act* and the *Regulations*.
- [46] I find that JO called Orkin on May 1, 2025, however, did not schedule an inspection. This would have been an appropriate time to schedule an inspection for the Unit.

- [47] I find that the evidence establishes that the Landlord did not take adequate steps to treat the cockroaches in the Unit. The Landlord's delay caused the Tenant loss of enjoyment and to contact Environmental Health.
- [48] A total of seventy days (April 23 to July 2, 2025) passed from the time where JO was informed of the cockroaches and from Orkin's inspection and final report. During this time the Tenant lived in the Unit for sixty-six days and received insufficient communication and treatment from the Landlord.
- [49] The Tenant spent forty-three days in the Unit with untreated cockroaches before JO hired a professional pest control company.
- [50] In Order LR25-29 the Commission stated at paragraph 32 as follows:
- "While the evidence supports a finding that the Landlord initially took prompt action to address the mold, the reality is the presence of the mold restricted the Tenants' use of the Rental Unit. The tenancy agreement contemplated \$1,500.00 per month for the full Rental Unit; however, the presence of mold restricted the use and enjoyment of the Rental Unit. One bedroom was completely off limits and unable to be used. Further, the presence of mold generally would cause concern and reduce the enjoyment of the Rental Unit as a whole. So while the Tenant was obligated to pay the rent at the beginning of the month, the Tenant no longer had safe exclusive possession of the entire Rental Unit. The Commission notes that on January 16, 2025, during the telephone call with the Tenant, the Landlord offered to release the Tenant from its lease obligation if the Tenants wanted to vacate earlier than the fixed term date. The Landlord expressed concern about the Tenants health but yet the next day the Tenants were served with a Form 4(A) Eviction notice. This was followed by two more eviction notices. By the time of the hearing, it was evident that the relationship between the parties had broken down and no trust remained."*
- [51] I find that the presence of cockroaches in the Unit restricted the use and enjoyment of the Unit. Further, the Tenant had out-of-pocket expenses as a result of the cockroaches in the Unit.
- [52] The Tenant is seeking \$1,500.00 in compensation.
- [53] In these circumstances, I find that the evidence does not support the Tenant's full amount sought. However, after considering the amount of time the Tenant had to endure cockroaches in the Unit, with the minimal communication and treatment provided by the Landlord, I find that the Landlord must pay the Tenant \$600.00.
- [54] This amount is equal to the out-of-pocket expenses incurred by the Tenant for finding alternate living accommodations for four days. This amount also represents 53% of the monthly rent rate for the Unit. Considering the amount of days, the Tenant had to endure cockroaches in the Unit, and considering that JO took some steps in remediating the issue, I find that this is a fair amount in these circumstances.
- [55] Despite the Tenant having cleaning expenses, I find that there is insufficient evidence to determine the condition of the Unit prior to the spray and after the spray. Further, I do not have objective direct evidence to establish that such a clean was required due to the spray, even with the Tenant's pre-existing medical condition.
- [56] JO provided evidence that the Tenant's representative was difficult to communicate with. I find that this does not negate the Landlord's duties under the *Act* or *Regulations*. JO could have had another Landlord representative communicate with the Tenant and/or the Tenant's representative. Ignoring a tenant is not an acceptable choice and the Landlord must ensure that they follow their duties and responsibilities under the *Act* and *Regulations*.
- [57] The Application is allowed in part.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant \$600.00 by November 17, 2025.

DATED at Charlottetown, Prince Edward Island, this 16th day of October, 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.