

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 filed an application to dispute the Landlord’s email regarding renovations.
- [3] The Tenant’s application also raises issue with the condition of the Unit. The Tenant seeks compensation for maintenance work in the amount of \$750.00 and for the Landlord to complete repairs.

DISPOSITION

- [4] I find that the Landlord did not serve an eviction notice for renovations. The tenancy agreement will continue in full force and effect and the Tenant can continue to live in the Unit.
- [5] The Landlord’s *Form 6 Landlord Application for Approval for Renovations/Repairs* is a separate matter that is not determined in this decision.
- [6] I find that the Tenant has established a compensation claim in the amount of \$235.00 for Tenant repairs. The Landlord must inspect the Unit regarding the items listed below and complete any necessary repair or replacement work by the timeline provided.

BACKGROUND

- [7] The Unit is a three-bedroom, one-bathroom townhouse located in a four-unit building (the “Residential Property”) that the Landlord has owned since October of 2021.
- [8] On March 17, 2023, the Tenant and the Landlord entered into a written, fixed-term tenancy agreement from April 1, 2023 to March 31, 2024 (the “Tenancy Agreement”). At the end of the fixed-term the tenancy continued on a monthly basis. The Tenancy Agreement stated that rent in the amount of \$1,700.00 was due on the first day of the month. A security deposit of \$1,700.00 was paid near the beginning of the tenancy.
- [9] The Tenant and the Landlord had a previous Rental Office dispute, which was determined on September 29, 2023 in Order LD23-457. The Unit’s authorized rent was determined to be \$1,053.43. The Landlord was ordered to return rent to the Tenant and the Landlord was ordered to return a security deposit overpayment in the amount of \$646.57.
- [10] The Unit’s current monthly rent is \$1,109.26 and the security deposit is \$1,053.43.
- [11] On October 16, 2025 the Landlord filed a *Form 6 Landlord Application for Approval for Renovations/Repairs* with the Rental Office.
- [12] On October 23, 2025 the Landlord sent the Tenant an email titled “*Discussion About Your Tenancy at [Unit]*” (the “Discussion Email”). In this email the Landlord made statements regarding the Unit’s condition. Near the end of the email the Landlord stated “*We kindly ask that you vacate the unit by November 15, 2025.*”
- [13] On October 27, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Discussion Email and claiming against the Landlord regarding the Unit’s condition.
- [14] On October 28, 2025 the Rental Office sent the Landlord a letter requesting additional information and documents regarding the separate *Form 6* application.

- [15] On November 4, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for November 27, 2025 along with a copy of the Tenant's Application.
- [16] On November 21, 2025 the Rental Office emailed the parties a 36-page evidence package.
- [17] On November 27, 2025 the Tenant and the Landlord's two representatives participated in the teleconference hearing. The parties confirmed receipt of the evidence package and confirmed that all documents submitted for this matter were included.

ISSUES

- A. Must the Tenant vacate the Unit?
- B. Must the Landlord compensate the Tenant and make repairs due to the Unit's condition?

ANALYSIS

A. Must the Tenant vacate the Unit?

- [18] I find that the Tenant can continue to live in the Unit.
- [19] The Landlord admitted that the Discussion Email was not an eviction notice. The Landlord wants to have the Unit renovated.
- [20] Further, before a *Form 4B Eviction Notice* can be served for renovations, a landlord must obtain approval from the Director of Residential Tenancy (the "Director"). The Landlord has not obtained the Director's approval based upon the Director's October 28, 2025 letter.
- [21] This decision does not determine the *Form 6* application, which is a separate process.
- [22] If the Landlord later obtains the Director's approval and serves a *Form 4B Eviction Notice* for renovations, then the Tenant can still file a *Form 2A Tenant Application to Determine Dispute* seeking to dispute the eviction notice. A Rental Office hearing would be scheduled and the parties would have the opportunity to provide evidence.
- [23] For further questions about the *Form 6* process, the parties can contact an Intake Officer at the Rental Office.

B. Must the Landlord compensate the Tenant and make repairs due to the Unit's condition?

- [24] The Tenant seeks the following compensation:
- Cleaning soot left by the Landlord's maintenance person - \$100.00
 - Applying sealant to stop water from entering the basement - \$400.00
 - Repair to back deck - \$200.00
 - Travel costs to shower for about two weeks when the Unit was without hot water - \$50.00

- [25] 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.

- [26] The Landlord's evidence is that the Unit is not generating enough income.

- [27] However, this evidence does not provide an exception from the rule that the Landlord is responsible for maintenance.
- [28] The evidence presented establishes that the Tenant has been addressing maintenance work that is the Landlord's responsibility.
- [29] I find that the Tenant has established part of the compensation claims under subsection 85(1).
- [30] I accept the Tenant's following evidence. The Tenant stated that her family spent about two hours cleaning soot that was not cleaned by the Landlord's maintenance person. I find that \$40.00 in compensation is appropriate for this work. The Tenant's son spent three hours repairing the basement leak and spent about \$50.00 on materials. I find that compensation of \$110.00 is appropriate. The Tenant's son spent one hour repairing the back deck and under \$20.00 for materials. I find that compensation of \$35.00 is appropriate.
- [31] The Tenant also travelled from Charlottetown to North Rustico to shower while the Unit's hot water was not working for about two weeks. I find that compensation of \$50.00 is appropriate.
- [32] These established amounts total \$235.00.
- [33] The Tenant's evidence raises issues regarding outstanding repair work at the Unit. The Tenant stated that the Unit's washing machine has not been spinning properly. I note that a washing machine is an included service in the tenancy agreement.
- [34] The Tenant provided testimony regarding three places where roof insulation is missing, a wall stair-railing that was pulled off, and two windows that are not operating properly.
- [35] I find that the Landlord must inspect the Unit and ensure that the items listed below are in proper working order. The Landlord must make any necessary repairs or replacements by January 16, 2026 regarding the following:
- Washing machine
 - Roof insulation
 - Kitchen window and second floor bedroom window
 - Wall stair-railing
- [36] Section 23 of the *Act* provides the rules for the Landlord entering the Unit.

CONCLUSION

- [37] The Tenant can continue to live in the Unit.
- [38] The Landlord must pay the Tenant compensation in the total amount of \$235.00 by the timeline below. The Landlord must inspect the Unit and complete all necessary repairs and replacements to the items listed below.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will continue in full force and effect and the Tenant can continue to live in the Unit.
2. The Landlord must pay the Tenant \$235.00 by January 16, 2026.
3. The Landlord must inspect the Unit and ensure that the items listed below are in proper working order. The Landlord must make any necessary repairs or replacements by January 16, 2026 regarding the following:
 - Washing machine
 - Roof insulation
 - Kitchen window and second floor bedroom window
 - Wall stair-railing

DATED at Charlottetown, Prince Edward Island, this 1st day of December, 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.