

INTRODUCTION

- [1] This decision determines an application filed by the Tenant with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Tenant seeks repairs, return of rent and a rent reduction because the Landlord failed to repair the Unit and comply with the *Act* and with a Department of Environmental Health letter (the "Health Letter").

DISPOSITION

- [3] The Landlord must action the Health Letter, as provided below.
- [4] The Tenant has established a return of rent claim, in part, in the amount of \$1,147.00. The evidence does not support a rent reduction at this time.

BACKGROUND

- [5] The Unit is three-bedroom, one-bathroom, apartment in a 14-unit building (the "Residential Property"), owned by the Landlord.
- [6] On March 15, 2020 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 \$1,390.00 is due on the first day of the month. A \$1,295.00 security deposit was paid at the beginning of the tenancy.
- [7] On September 25, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking financial claims against the Landlord, which was later amended on November 7, 2025 (the "Application").
- [8] On November 25, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for December 9, 2025.
- [9] On December 9, 2025 the Rental Office emailed the parties an updated notice of a teleconference hearing rescheduled for January 22, 2026.
- [10] On December 11, 2025 the Rental Office emailed the parties a 46-page evidence package.
- [11] On January 1, 2026 the rent increased from \$1,390.00 to \$1,417.00 by the 2026 annual allowable guideline of 2.0%.
- [12] On January 22, 2026 the Tenant, the Tenant's representative ("BF"), the Landlord's representative (the "Representative") and the Landlord's interpreter joined the teleconference hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

ISSUES

- A. Must the Landlord repair and remediate the Unit?
- B. Must the Landlord compensate the Tenant for non-compliance with the *Act*? Is a rent reduction warranted?

EVIDENCE

Tenant's Evidence

- [13] The Tenant's evidence was summarized and presented by the Tenant through their interpreter and by BF.
- [14] The condition of the Unit started deteriorating in 2022 and continued until 2024. The Tenant communicated the issues to the Representative orally on numerous occasions.
- [15] The Tenant stated that the Landlord repaired and addressed some issues; however, other issues worsened by 2025.
- [16] The Tenant called the Department of Environmental Health on April 17, 2025 about the Unit's condition and on June 17, 2025, an Environmental Health Officer inspected the Unit.
- [17] On June 30, 2025 the Health Letter was sent to the Landlord outlining four requirements for the Landlord, and one requirement for the Tenant, stating:

"Requirements for the landlord:

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 mold-resistant paint. Flooring to be repaired or replaced to ensure a smooth, finished surface which is easily cleanable and water resistant.*
2. *The door casing to be repaired so that the entrance to the unit is weatherproof and vermin proof.*
3. *A pest control company is to be contracted to eliminate the infestation of the rodents.*
4. *The broken window is to be replaced.*

Requirements for the tenant:

5. *Unit is to be maintained in a clean and sanitary condition.*

Items to be completed by July 25, 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."

- [18] The Tenant stated that the Landlord had until July 25, 2025 to fix the issues. The Tenant stated that the only issue fixed was the leak in November 2025. The Tenant stated that the other three issues are still not fixed.
- [19] The Tenant stated that there are additional issues in the Unit, which the Health Letter did not mention, which included a cockroach infestation and a leaky toilet.
- [20] The Tenant stated that the Landlord sent someone to the Unit to inspect the issues (the "Inspector") on June 30, 2025. The Tenant stated that the Inspector was shown all the issues, and the Inspector took photographs.
- [21] The Tenant stated that they purchased mouse traps themselves and have recently witnessed mice and cockroaches in the Unit.
- [22] The Tenant denied the Representative's testimony about the issues being resolved in the Health Letter.

- [23] The Tenant wants the Landlord to complete all the repairs stated in the Health Letter and the additional issues, which include cockroach remediation and a leaky toilet.
- [24] The Tenant is also seeking compensation, for the rent paid during the period of time that the Landlord did not repair the issues (July 2025 to November 2025 for the leak) and a rent reduction until all the outstanding issues are fixed. The Tenant continued to occupy the Unit despite the issues.

Landlord's Evidence

- [25] The Landlord's evidence was summarized and presented by the Representative through their interpreter.
- [26] The Representative stated that all four issues in the Health Letter were resolved. The Representative stated that the Inspector went to the Unit and the Tenant stated that everything was resolved.
- [27] The Representative stated that on June 30, 2025; after receiving the Health Letter, he sent the Inspector to the Unit. The Inspector is a hired contractor of the Landlord. The Inspector checked the ceiling and the leak and determined a plumber needed to be hired. The Representative stated that a plumber went to the Unit on July 7, 2025 to fix the leak. The Inspector could not find a leak or a possible source for a leak. The Representative stated that the Tenant was asked to call if the leak returned. An invoice for July 7, 2025 and text message conversation with the Tenant was submitted into evidence.
- [28] The Representative stated that the Tenant texted on July 9, 2025 informing that the leak returned. The Representative stated that he called the plumber. The plumber arrived at the Unit; however, the Tenant was not available to give the plumber access to the Unit.
- [29] The Representative stated that the plumber returned to the Unit on November 3, 2025.
- [30] The Representative stated that the Unit was remediated for cockroaches in November 2023. After that the Tenant has not reported any further cockroach issues. The Representative stated that he was unaware of the issue and the Health Report did not mention cockroaches. The Landlord submitted into evidence a copy of the November 2023 invoice.
- [31] The Representative stated that the Inspector did not find any issue with the window. The Representative stated that the Unit is in an older building.
- [32] The Representative stated that he did not call pest control regarding the rodent issue mentioned in the Health Letter. The Representative stated that the Tenant did not bring up any complaints and the concerns about cockroaches or the toilet were not mentioned in the Health Letter.
- [33] The Representative stated that reasonable steps were taken to repair the Unit. The Representative disputed the Tenant's claims as unfounded and unsupported with evidence.
- [34] The Representative stated that the toilet was fixed in January 2025 and the Tenant has not complained about the toilet recently. The Representative stated that the Tenant has a lot of garbage in the Unit's backyard, which has costed the Landlord money to remove.

ANALYSIS

Law

- [35] The onus is on the Tenant, as the party asserting their claims against the Landlord, to provide clear evidence to establish their claims on a balance of probabilities.

[36] The Landlord is responsible to repair and maintain the Unit. 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 standard 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.*

[37] Subsections 9(a) and (c) of the *Public Health Act Rental Accommodation Regulations* (the "*Health Regulations*") provide more detailed requirements, stating as follows:

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.*

Issue A. Must the Landlord repair and remediate the Unit?

[38] The evidence presented establishes that the Landlord received the Health Letter on June 30, 2025 and that the Landlord had until July 25, 2025 to complete the requirements.

[39] The evidence presented also establishes that the Landlord sent the Inspector to the Unit to determine the severity of the issues listed in the Health Letter. From this inspection, the Landlord hired a plumber, who arrived at the Unit on July 7, 2025. The evidence establishes that the plumber could not find a leak and any possible source of the leak. The Representative communicated the plumber's findings to the Tenant and requested the Tenant call if the leak returned. On July 9, 2025 the Tenant contacted the Representative informing that the leak returned, and the Representative called the plumber immediately. However, when the plumber returned to the Unit on July 9, 2025 the Tenant was not available to permit the plumber access to the Unit.

[40] I find that the parties presented conflicting evidence about what issues were brought forward to the Landlord and what had been repaired in the Unit. The Landlord argued that reasonable steps were taken and the leak in the ceiling and toilet were repaired, and the window did not need any further repairs based upon the Inspector's inspection of the Unit on June 30, 2025.

[41] The Representative admitted to not calling a pest control company regarding the rodent issue in the Unit. The Representative stated that he was not aware of the recent cockroach infestation in the Unit.

[42] The Tenant has the onus to prove their claims. I find that the Tenant has not provided clear and objective evidence to corroborate the Tenant's testimony regarding the condition of the Unit currently and during the time period of the Tenant's claims. The Tenant did not submit any written correspondence with the Representative and did not submit any invoices or receipts for out-of-pocket-expenses.

[43] However, I also find that the Landlord did not contract a pest control company to eliminate the rodent infestation. This was a requirement in the Health Letter to be completed by July 25, 2025.

[44] As a result, I find that the Landlord must action the Health Letter and contract a pest control company to eliminate the rodent infestation by the timeline below.

Issue B. Must the Landlord compensate the Tenant for non-compliance with the Act? Is a rent reduction warranted?

- [45] I find that the evidence establishes that the Tenant is entitled to a return of rent, in the amount of \$1,147.00. However, the evidence does not support a rent reduction at this time.
- [46] As determined above, I find that the Tenant has not provided clear and objective evidence to establish their claims against the Landlord. I find that the Landlord provided evidence to corroborate steps taken attempting to repair and maintain the Unit in a reasonable and timely manner.
- [47] As a result, the Tenant's full return of rent and rent reduction claims are denied.
- [48] However, I also find that the evidence presented establishes that the Landlord did not comply with the Health Letter regarding contracting a pest control company to eliminate the rodent infestation. The Tenant continued to live in the Unit with this on-going issue.
- [49] In Order LR24-68 the Island Regulatory and Appeals Commission (the "Commission") determined that rental adjustment amounts are a subjective assessment¹ in situations where the tenant remains living in a rental unit with continuous issues, such as pest infestations or reduced facilities and services
- [50] In this case, the Tenant continues living in the Unit throughout the rodent infestation. The Landlord had until July 25, 2025 to contact a pest control company and have the rodent infestation remediated. The evidence establishes that the Landlord failed to do this, which contravened the Health Letter, the *Act* and the *Health Regulations*. This contravention continued from July 26, 2025 to the hearing date.
- [51] In LR24-68, the Commission's subjective assessment included considering the low rent, loss of facilities and services, which devalued the tenancy and determined lack of potable water devalued the tenancy by 5.0% of the unit's monthly rent.
- [52] In this case, I find that the rent is not considerably low and the presence of rodents in the Unit is a serious concern diminishing the Tenant's enjoyment of the Unit. As a result, I find that a 10.0% return of the Unit's monthly rent is reasonable in these circumstances for the period of time that the breach occurred (July 26, 2025 to March 31, 2026). I find it appropriate to factor in a return of rent until the end of March 2026 to adjust for sufficient time to address the rodent infestation.
- [53] My calculations are as follows:

Return of Rent	Amount
Pro-rated July 2025 rent: \$269.00 (6 days / 31 days x \$1,390.00) x 10.0%	\$26.90
5-months (Aug'25 to Dec'25) \$1,390.00 x 10.0% = \$139.00 x 5 months	\$695.00
3-months (Jan'26 to Mar'26) \$1,417.00 x 10.0% = \$141.70 x 3 months	\$425.10
Total	\$1,147.00

- [54] The Landlord must pay the Tenant \$1,147.00 by the timeline below.

¹ Paragraphs 18 & 19.

CONCLUSION

- [55] The Application is allowed in part.
- [56] The Landlord must action the requirement in the Health Letter by the timeline below. The Landlord must ensure the completion of the following:
1. *A pest control company is to be contracted to eliminate the infestation of the rodents.*
- [57] The Landlord must pay the Tenant \$1,147.00 by the timeline below. A rent reduction is denied.
- [58] If the Landlord fails to action the requirement in the Health Letter by the timeline below, then the Tenant may seek additional compensation and a rent reduction.

IT IS THEREFORE ORDERED THAT

1. The Landlord must action the requirement in the Health Letter by March 31, 2026. The requirements are as follows:
 1. *A pest control company is to be contracted to eliminate the infestation of the rodents.*
2. The Landlord must pay the Tenant \$1,147.00 by April 13, 2026.

DATED at Charlottetown, Prince Edward Island, this 12th day of March, 2026.

(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.