

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 Operator Landlord served an eviction notice to the Tenant for non-payment of rent. The Tenant filed an application disputing the eviction notice.
- [3] The Tenant seeks a return of four months' rent, in the amount of \$2,600.00, based upon insufficient heating and bedbugs in the residential property.

DISPOSITION

- [4] During the hearing the eviction notice was withdrawn. As a result, the Tenant can continue living in the Unit. The parties agreed that the Tenant would pay February 2026 and March 2026 rent to the Operator Landlord.
- [5] The Tenant's insufficient heating claim is allowed in part and the bedbug compensation claim is denied. The Operator Landlord must pay the Tenant \$390.00 by the timeline below.
- [6] The Operator Landlord must ensure that all tenancy agreement content complies with the *Act*.

BACKGROUND

- [7] The Unit is an upstairs bedroom with shared services and facilities in a five-bedroom, two-bathroom portion of a building (the "Residential Property") that the Owner Landlord has owned since around 2019.
- [8] On November 24, 2024 the Operator Landlord and the Owner Landlord entered into a Residential Owner Property Management Agreement (the "Management Agreement").
- [9] The Operator Landlord and the Owner Landlord are collectively referred to as the "Landlords" in this decision.
- [10] The Operator Landlord and the Tenant entered into a written, fixed-term tenancy agreement from April 1, 2025 to March 31, 2026 (the "Tenancy Agreement"). Rent in the amount of \$650.00 is due on the first day of the month. A security deposit of \$650.00 was paid on March 26, 2025.
- [11] On December 23, 2025 the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking compensation based upon the Unit's condition.
- [12] On January 6, 2026 the Operator Landlord served the Tenant with an eviction notice for non-payment of rent, in the amount of \$645.00, with an effective date of January 26, 2026.
- [13] On January 16, 2026 the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking to dispute the Notice.
- [14] On January 26, 2026 the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking to dispute the Notice, repairs and compensation (the "Application"). The Application includes the Tenant's claims in the first and the second application.
- [15] On February 11, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for February 26, 2026. The Owner Landlord was provided notice of the proceeding as a materially affected person under section 81 of the *Act*.
- [16] On February 20, 2026 the Rental Office emailed the parties a 103-page PDF evidence package.

- [17] On February 26, 2026 the Tenant, the Operator Landlord's representative, the Operator Landlord's witness ("JF"), the Owner Landlord's representative and the Owner Landlord's witness ("JJ") joined the teleconference. The parties confirmed receipt of the evidence package and confirmed that all evidence previously submitted to the Rental Office was included.
- [18] During the hearing the Notice was withdrawn. As a result, the Tenant can continue living in the Unit.
- [19] The parties also agreed that February 2026 and March 2026 rent would be paid by the Tenant to the Operator Landlord.

Preliminary Matter: Operator Landlord Name

- [20] In all of the Tenant's applications the Tenant wrote the Operator Landlord representative's personal name as the Respondent.
- [21] The Tenancy Agreement is between the Tenant and the corporate name of the Operator Landlord. At the hearing the Tenant stated that she expected the Operator Landlord corporation to pay any established claims.
- [22] I amend the Application under clause 80(3)(f) to add the Operator Landlord's corporate name as the respondent and remove the representative's personal name.
- [23] I note that the Operator Landlord's representative properly signed the Notice. However, this representative only included his personal name in the Notice's "*Landlord Name (print only):*" section near the bottom of the Notice.
- [24] This representative should have also printed the appropriate landlord corporate name with the total printed entry being as follows:

"[Insert landlord representative personal name who is signing the eviction notice] *on behalf of* [insert landlord corporate name]"

- [25] This would help avoid some confusion regarding who in fact is the Tenant's landlord.

ISSUES

- A. Has the Tenant established a claim based upon insufficient heating in the Residential Property?
- B. Has the Tenant established a claim based upon bedbugs in the Residential Property?
- C. If any of the Tenant's claims are established, then who is responsible for payment?

ANALYSIS

A. Has the Tenant established a claim based upon insufficient heating in the Residential Property?

- [26] The Tenant seeks compensation of \$1,950.00, amounting to three months rent, based upon insufficient heating in the Unit.

Evidence Summary

Tenant

- [27] The Tenant's evidence is summarized as follows. During the last week of March 2025 the Tenant viewed the Unit and spoke with JF, who works for the Operator Landlord. JF told the Tenant that he was the property manager. The Tenant told JF that the Residential Property was cold. JF did not know why the Unit was cold. JF told the Tenant that he would talk with his team.
- [28] On April 1, 2025 the Tenant moved into the Unit on. During the night the Tenant noticed that the Residential Property remained cold. The Tenant telephoned JF the next day due to the heating issue. JF told the Tenant that he was speaking with the management team and it was just a matter of time for the problem to be fixed.
- [29] The Tenant spoke with other tenants in the Residential Property and was told that the heating had been a problem all winter. The other tenants were using space heaters and they suggested that the Tenant buy a space heater.
- [30] The heating issue was not fixed in April. The Tenant lived in the Residential Property except for part of May and early June of 2025.
- [31] During the summer the heating system blew cold air, which was fine with the Tenant because the summer was warm. In September 2025 the heating system continued to blow cold air but no one came to turn on the heat. The Tenant contacted JF and was told that there were no heating problems based upon JF's communications with JJ.
- [32] During the first week of December 2025 the Tenant purchased a space heater for about \$30.00. On December 10, 2025 the Tenant requested compensation for the space heater and the Operator Landlord credited the Tenant for this cost.
- [33] On December 17, 2025 the Tenant reported the heating problem to the Department of Environmental Health ("Environmental Health"). On December 30, 2025 and January 5, 2026 an Environmental Health Officer attended the Unit and observed temperatures in the Residential Property when the space heater was in use and not in use. On January 16, 2026 Environmental Health issued a letter (the "Health Letter") to the Owner Landlord which required immediate measures to be taken to maintain a minimum temperature of 18.3°C in accordance with the *Public Health Act Rental Accommodation Regulations* (the "Health Regulations").
- [34] The Tenant stated that the heating system is still blowing cold air upstairs from the duct system.

Operator Landlord

- [35] The Operator Landlord's evidence is summarized as follows. The Management Contract states that JJ was responsible for maintenance services (EP93), at the Owner Landlord's request. The Operator Landlord would identify and advise JJ of maintenance issues but JJ failed to address these issues in a timely or effective manner.
- [36] On March 27, 2025, before the Tenant moved in, the Operator Landlord notified JJ of heating issues in the Unit in writing. The Owner Landlord was aware of the Unit's heating issue before the Tenant moved in.
- [37] On November 18, 2025 the Operator Landlord suggested to JJ that a space heater be provided to the Tenant as alternative heating.

- [38] The Operator Landlord was unaware of ongoing heating issues during the months of April and May. The Operator Landlord provided the Tenant with a one-month rent credit around this time regarding bedbugs. The other occupants of the other units were not writing complaints to the Operator Landlord. The Tenant's first written heating complaint was a text-message to JF on October 23, 2025.
- [39] In December of 2025 the Operator Landlord provided the Tenant with a \$30.00 rent credit for the space heater.
- [40] Just before Christmas there was a telephone call between the representatives of the Landlords. The Operator Landlord submitted into evidence its December 29, 2025 email, which states in part as follows (EP62):
- "[JF] talked to [JJ] about the furnace last week. [JF] said that [JJ] confirmed that the furnace was switched to A/C mode earlier this year, and Irving uncovered the other week when they were at the property that the furnace was shut off altogether. They switched it to heat mode last week, and turned it back on.*
- In October, only 6L were delivered to the property because in the spring, the furnace was shut off, so it wasn't using oil.*
- ... [Unit] now has a space heater. So we shouldn't have any ongoing exposure to risk from a heating perspective."*
- [41] The Management Agreement is ending March 8, 2026. The Tenant is not a party to the Management Agreement.
- [42] JF stated that he is the Operator Landlord's Operations Coordinator. JF stated that he would forward maintenance issues to JJ. JF stated that he directed the Tenant to the Operator Landlord's portal.

Owner Landlord

- [43] The Owner Landlord's evidence is summarized as follows. There may have been miscommunications regarding the furnace issue. The Owner Landlord had three different people look at the furnace and the consensus was that the furnace was working but its blower was not blowing far enough to reach the Unit. The blower was replaced with a larger blower about three weeks before the hearing date and this problem was fixed. The Owner Landlord received no further contact from Environmental Health.
- [44] None of the Residential Property's other tenants were complaining about the heat. The Unit is furthest from the furnace and has three exterior walls. The Owner Landlord argued that the Tenant's claim is excessive.
- [45] Clause 13 of the Management Contract provides for the Operator Landlord to schedule annual furnace servicing to ensure that the hardware is properly maintained.
- [46] JJ stated that he is a handyman that completes work for the Owner Landlord. JJ stated that he received complaints from the Operator Landlord about the furnace but they knew that JJ did not look after furnaces.
- [47] On one occasion JF telephoned JJ to have Irving attend the Residential Property because JF was not authorized in Irving's paperwork. JJ shut off the furnace because it was only blowing cold air and JJ telephoned Irving regarding the furnace.

Determination

- [48] The evidence presented establishes that there was insufficient heat in the Residential Property at the beginning of the tenancy, which commenced on April 1, 2025.
- [49] I find that the Operator Landlord, the Owner Landlord and the Tenant were aware of the heating issue at the beginning of the tenancy and the Tenant orally informed JF on multiple occasions that insufficient heating remained a problem. In these circumstances, the absence of written Tenant complaints does not impact this compensation claim.
- [50] The evidence presented also establishes that an extended period of time passed before repairs were made to the furnace. The division of tasks between the Landlords appears to have complicated the heating issue. I find that the Residential Property's insufficient heating devalued the tenancy and inconvenienced the Tenant.
- [51] The Tenant has claimed \$1,950.00, being an amount equal to three months' rent. I find that I cannot award this entire amount considering that the Tenant continued to occupy the Unit for most of the tenancy. The Operator Landlord has already credited the Tenant a full month's rent for the period that the Tenant did not live in the Residential Property during part of May 2025 and early June 2025.
- [52] The Landlords and the Tenant had a duty to mitigate their losses. The Tenant could have purchased a space heater earlier in the tenancy, which could have avoided or lessened some of the heating issues. I note that the Operator Landlord has already compensated the Tenant for the December 2025 purchase of a \$30.00 space heater through an additional credit.
- [53] The Tenant identified April, September and October 2025 as months where heating was particularly problematic. I note that these months are not typically the coldest months on Prince Edward Island. The Health Letter provides evidence that around early January 2026 part of the Residential Property was not meeting the minimum temperature of 18.3°C required by subsection 8(3) of the *Health Regulations*. However, the observed temperatures in the Health Letter do not substantially depart from the minimum temperature requirement. In these circumstances I find that 20% of the Tenant's claim is supported for all heating issues, in the amount of \$390.00.
- [54] I have insufficient objective evidence to find that the Residential Property's heating system is currently inadequate under the *Act* and the *Health Regulations*. As a result, I will not make an order for repairs. If heating issues persist, then the Tenant should contact the current property manager.

B. Has the Tenant established a claim based upon bedbugs in the Residential Property?

- [55] The Tenant seeks compensation in the amount of \$650.00 based upon bedbugs in the Residential Property.

Evidence Summary**Tenant**

- [56] The Tenant's evidence is summarized as follows. When the Tenant viewed the Unit in March 2025, JF told the Tenant that there was a cockroach problem in the Unit but JF did not mention a bedbug problem.
- [57] The Tenant spoke with other tenants of the Residential Property and was told that there was a bedbug problem.
- [58] On May 2, 2025 the Tenant woke up because of the bedbugs. The Tenant telephoned JF and was told that JF needed to speak with his team. The Tenant lived with another tenant in the Residential

Property for one week and went to Toronto for the rest of the month. The Tenant is only aware of one bedbug treatment being completed at this time. The Operator Landlord gave the Tenant a credit of one month's rent.

- [59] On June 4, 2025 the Tenant returned to the Residential Property and the Tenant noticed some small, white eggs. The Tenant told JF about the eggs and JF told the Tenant that no further treatments would occur for now. The Tenant duct taped cracks and secured the bed with a mattress protector. The Tenant did not see any more bedbugs from June to August 2025. The Tenant first started feeling itchy at night in September 2025 but did not see any bedbugs. The tenant of another unit told the Tenant that they saw one or two bedbugs in their unit.
- [60] In October 2025 the Tenant received a treatment schedule again. In December 2025, during the week of Christmas, the Tenant found bedbugs in her laundry basket and closet. The Tenant cleaned her clothes and put them in bags.
- [61] During the December 30, 2025 and January 5, 2026 Environmental Health inspections, the Officer did not observe bedbugs in the Residential Property.
- [62] In January 2026 a pest control person attended the Residential Property but they attended for cockroach treatment when the problem was bedbugs.
- [63] Around February 3 or 4, 2026 the Residential Property was sprayed for bedbugs. The Tenant has not seen any bedbugs or felt itchy since the spray was completed.

Operator Landlord

- [64] The Operator Landlord's evidence is summarized as follows. The Operator Landlord has a contracted pest control provider when issues are raised regarding a specific type of pest. Complaints would be forwarded to the provider and the Operator Landlord would follow their recommendations. The only reason the provider would not complete treatment would be if a tenant was not following pest control instructions.
- [65] The Operator Landlord arranged for bedbug treatment in May 2025 and the Tenant was provided with a \$650.00 rent credit.
- [66] The Operator Landlord submitted into evidence email correspondence relating to pest control work at the Residential Property (for example, see EP59 regarding pest control for another tenant in the Residential Property).
- [67] JF believes that there were two pest control treatments at the Residential Property in February 2026.

Owner Landlord

- [68] The Owner Landlord's evidence is summarized as follows. The Landlords are not bringing pests into the Residential Property. Anytime there are pest issues a pest company is contacted and problems are addressed as quickly as possible. Sometimes it takes two or three weeks to get pest control to attend a rental unit. Sometimes it takes time for tenants to get their units prepared for treatment.

Determination

- [69] A landlord is responsible for the elimination of the bedbugs in a residential property. 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.

- [70] 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.

- [71] The evidence presented does not establish that the Landlords were responsible for bringing bedbugs into the Residential Property.

- [72] I find that there is insufficient evidence to establish that the Landlords failed to engage in reasonable efforts to address bedbugs in the Unit. The evidence presented establishes that before the tenancy began and during the tenancy the Landlords have taken action to address pests in the Unit. I accept that it does take time to arrange for professional pest control treatment when pests are identified. I also note that part of the Residential Property was inspected by Environmental Health on December 30, 2025 and January 5, 2026 and the Health Letter does not provide specify any observations of bedbugs in the Unit at that time.

- [73] Further, in this case the Operator Landlord has already credited the Tenant a full month’s rent, in the amount of \$650.00, regarding bedbugs in the Unit.

- [74] For these reasons, I find that the Tenant’s bedbug compensation claim is denied.

C. If any of the Tenant’s claims are established, then who is responsible for payment?

- [75] The Landlords disagree regarding who should pay the Tenant’s established claims.

Evidence Summary

- [76] The Tenant’s evidence is summarized as follows. The Tenant stated that she expects the Operator Landlord to pay the claims because the Tenancy Agreement is only with the Operator Landlord. The Owner Landlord’s name is not mentioned in the Tenancy Agreement. The Tenant pays rent to the Operator Landlord and must pay February 2026 and March 2026 rent to this landlord. The Tenant mainly communicated with the Operator Landlord regarding maintenance and pest issues.

- [77] The Operator Landlord’s evidence is summarized as follows. If the Tenant’s compensation claims are successful, then the Owner Landlord is responsible for the amount awarded. The Management Contract provides that the Owner Landlord is responsible for maintenance services. The Operator Landlord informed the Owner Landlord of the heating issues at the Residential Property.

- [78] The Owner Landlord’s evidence is summarized as follows. The Owner Landlord has limited knowledge regarding the tenancy. The Operator Landlord managed the Residential Property. The Owner Landlord questioned the Operator Landlord’s full denial of responsibility for any established claims.

Determination

- [79] For the reasons below, I find that the Operator Landlord is responsible to the Tenant for the established \$390.00 claim.
- [80] Subsection 1(h) of the *Act* defines “landlord” as follows:
- “landlord”, in relation to a rental unit, includes*
- (i) the owner of the rental unit, the owner’s agent or another person who, on behalf of the owner,*
- (A) permits occupation of the rental unit under a tenancy agreement, or*
- (B) exercises powers and performs duties under this Act or a tenancy agreement,*
- (ii) the heirs, assigns, personal representatives and successors in title to the owner,*
- (iii) a person, other than a tenant occupying the rental unit, who*
- (A) is entitled to possession of the rental unit, and*
- (B) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit, and*
- (iv) a former landlord, as the context requires;*
- [81] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.
- [82] Subsections 11(1) and (2) of the *Act* state:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
- (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
- (a) the provisions set out in Division 4;*
- (b) the correct legal names of the landlord and tenant;*
- (c) the address of the rental unit;*
- (d) the date the tenancy agreement is entered into;*
- (e) the address for service and telephone number of the landlord, or the landlord’s agent, and the tenant;*
- (f) the services and facilities included in the rent;*
- (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
- (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
- (i) the agreed terms in respect of*
- (i) the date on which the tenancy starts,*
- (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
- (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
- (iv) the amount of rent payable for a specified period,*
- (v) the day on which the rent is due and the frequency of payment,*
- and*
- (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.*
- [83] The Tenancy Agreement mainly uses the term “lessor” for “landlord,” which was the term used in the former residential rental legislation, the *Rental of Residential Property Act*.

- [84] The *Residential Tenancy Act*, the current legislation which came into force on April 8, 2023, uses the term “landlord” instead of “lessor.”
- [85] A plain reading of the first page of the Tenancy Agreement indicates that the Operator Landlord is the Tenant’s “landlord” (lessor) because of the following provision:
- “BETWEEN: [Operator Landlord], a third-party property management company hired on behalf of the property owner, hereinafter called the LESSOR”*
- [86] Only the Operator Landlord’s name is identified in the Tenancy Agreement. The name of the property owner, the Owner Landlord, is not identified in the Tenancy Agreement.
- [87] It was mandatory for the Operator Landlord to include the correct legal name of the “landlord” in the Tenancy Agreement under clause 11(2)(b) of the *Act*.
- [88] The only landlord digital signatures on the Tenancy Agreement are associated with the Operator Landlord. The digital signatures do not identify that they are signing on behalf of the corporate Owner Landlord.
- [89] The Tenant paid rent to the Operator Landlord and communicated with this landlord during most of the tenancy regarding landlord-tenant matters that arose.
- [90] The Operator Landlord permitted the Tenant to occupy the Unit under the Tenancy Agreement and exercised powers and performed duties under the *Act* and the Tenancy Agreement.
- [91] The Operator Landlord argued that the Owner Landlord was responsible for maintenance services. Although this division of responsibilities is identified in the Management Agreement between the Landlords, the Tenancy Agreement directs the Tenant to make maintenance requests to the Operator Landlord.
- [92] Further, at the hearing the Tenant specifically identified the corporate Operator Landlord as the party that she seeks compensation from.
- [93] In these circumstances, I find that solely the Operator Landlord must pay the Tenant the \$390.00 established claim by the timeline below.
- [94] Any dispute directly between the Operator Landlord and the Owner Landlord regarding whether the Owner Landlord should reimburse the Operator Landlord under the Management Agreement is a dispute that is outside of the Rental Office’s jurisdiction and is not determined in this decision.
- [95] I note that the Operator Landlord’s Tenancy Agreement does not include details of the rent previously charged and services previously provided, which is mandatory information under clause 11(2)(g).
- [96] The Operator Landlord must ensure that all tenancy agreements that the Operator Landlord prepares comply with the *Act*.

CONCLUSION

- [97] The Notice is withdrawn. As a result, the Tenant can continue living in the Unit.
- [98] The Operator Landlord is the proper recipient of the Tenant’s February 2026 and March 2026 rent payments.
- [99] The Operator Landlord must pay the Tenant \$390.00 by the timeline below.

- [100] The Operator Landlord must ensure that all tenancy agreement content complies with the *Act*.
- [101] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office’s website.
- [102] During the hearing the Tenant stated that there are issues with the Unit’s stove, which are also referred to in the Health Letter. However, this stove matter is not specifically identified in the Application and I will not determine the stove matter in this decision. I also note that there is limited evidence regarding the Residential Property’s compost bins, which is referred to in the Application, and a remedy is not supported in this decision. If these problems have not resolved, then the Tenant should contact the current property manager to address these problems.

IT IS THEREFORE ORDERED THAT

1. The tenancy will continue and the Tenant can continue living in the Unit.
2. The Operator Landlord is the proper recipient of the Tenant’s February 2026 and March 2026 rent payments.
3. The Operator Landlord must pay the Tenant the amount of \$390.00 by May 11, 2026.

DATED at Charlottetown, Prince Edward Island, this 10th day of April, 2026.

(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.