

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant seeks a rent abatement of \$738.00 for November 2025 and additional compensation of \$500.00, for a total claim of \$1,238.00. The Tenant also seeks a return of the security deposit, including interest.
- [3] The Landlord seeks to keep the Tenant's security deposit in the amount of \$738.00 for rent owing for November 2025.

DISPOSITION

- [4] The Tenant's claims are denied, except for security deposit interest.
- [5] The Landlord has established their claim to keep the Tenant's security deposit.
- [6] The Landlord must return the security deposit interest to the Tenant by the timeline below.

BACKGROUND

- [7] The Unit is an apartment in a multi-unit building (the "Residential Property") owned by the Landlord.
- [8] On June 17, 2025, the Tenant and the Landlord entered into a written fixed-term tenancy agreement for the Unit, effective from July 1, 2025, to June 30, 2026. Rent of \$738.00 was due on the first day of the month. A security deposit of \$738.00 was paid on June 16, 2025.
- [9] On November 5, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking compensation. A copy was emailed to the Landlord on the same date.
- [10] On November 6, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of November 26, 2025 (the "Notice") for non-payment of rent in the amount of \$738.00.
- [11] On November 30, 2025, the Tenant moved out of the Unit, and the tenancy ended.
- [12] On December 8, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking to keep the Tenant's security deposit for rent owing (the "Landlord Application"). A copy was emailed to the Tenant on the same date.
- [13] On December 31, 2025, the Tenant emailed an amended *Form 2(A) Tenant Application to Determine Dispute* to the Rental Office and the Landlord seeking a return of the security deposit, a rent abatement for November 2025, and additional compensation (the "Tenant Application").
- [14] On February 18, 2026, the Rental Office sent the parties notice of a teleconference hearing scheduled for March 24, 2026.
- [15] On March 11, 2026, the Rental Office sent the parties one video and a 111-page PDF evidence package (the "Evidence Package").
- [16] On March 24, 2026, at the Landlord's request, the Rental Office sent the parties notice of a rescheduled teleconference hearing for April 2, 2026.

- [17] On April 2, 2026, the Tenant and two Landlord representatives (the "Representatives") participated in a teleconference hearing. The parties confirmed that all evidence they submitted to the Rental Office was included in the Evidence Package.
- [18] On April 9, 2026, the Landlord submitted an additional 3-page PDF document as evidence. On April 10, 2026, the Landlord's additional evidence was sent to the Tenant. No further submissions were received from the parties.

ISSUES

- A. Has the Tenant established her claims against the Landlord?
- B. Can the Landlord keep the security deposit for rent owing?

EVIDENCE

Tenant's evidence and submissions

- [19] The Tenant stated she is seeking a return of her security deposit. The Tenant stated she is also seeking a rent abatement of \$738.00 for November 2025 and \$500.00 in additional compensation due to a breach of her quiet enjoyment and for an injury she sustained in the Unit, which caused her emotional trauma. The Tenant stated that she did not pay rent for November 2025.
- [20] The Tenant stated that on June 12, 2025, she and one of the Representatives conducted a walk-through of the Unit to determine whether the Tenant wanted to rent it. The Tenant noted that the carpet needed to be replaced, but the Representative told her it would not be. The Tenant stated that she did not notice any other issues with the Unit at that time.
- [21] The Tenant stated that she did not conduct a move-in inspection of the Unit with the Landlord. The Tenant stated that she did not notice that the Landlord had sent her an email at the start of the tenancy for a move-in inspection until after she received the Landlord Application.
- [22] The Tenant stated that on October 30, 2025, the Landlord performed work on the outside of the Residential Property. She stated that on October 31, 2025, she woke up and observed two workmen on a lift outside her bedroom window. She stated she could not see their heads but could see the bottom parts of their bodies on a lift.
- [23] The Tenant stated that her curtain was open and that if the workmen had used the lift to pass by her window, they would have been able to look into her bedroom. She stated that once she noticed the workmen, she closed her curtains. The Tenant stated that the Landlord failed to notify her that workmen would be outside her window, thereby breaching her quiet enjoyment.
- [24] The Tenant stated that there is a wooden interior window and a metal exterior window in the Unit's living room. She stated that both windows required a piece of wood to prop them open. The Tenant stated that on November 3, 2025, at approximately 1:30 am, she attempted to close the exterior living room window. She stated that the exterior window fell and cut her finger.
- [25] The Tenant stated she did not seek medical care for the injury, but she did consult a person she knew in the medical field. The Tenant submitted a video she took demonstrating how the interior and exterior windows closed once the pieces of wood were removed. The Tenant submitted a photograph of her injured finger.

- [26] The Tenant stated that the Landlord should have ensured the windows would not close with such force before she moved into the Unit. The Tenant disputed the Representatives' assertion that the exterior window had working latches to catch the window. She stated that the lighting was also poor in that area of the Unit, and she was unable to see the window clearly as she closed it. The Tenant stated that the poor lighting was also the Landlord's fault and was part of the reason she was injured by the window.
- [27] The Tenant stated she contacted Environmental Health ("EH") on November 6, 2025, and sent EH photos of the Unit. On November 26, 2025, EH sent a letter (the "Letter") to the Landlord and the Tenant. The Tenant stated that the Letter required repairs to the Unit, including the windows, so that they could be safely opened and closed. The Tenant stated she moved out of the Unit before the required repair date. The Tenant stated that she had never requested that the Landlord repair the windows before contacting EH or filing her initial application.

Landlord's evidence and submissions

- [28] The Representatives stated that the Tenant did not pay rent for November 2025, and the Landlord is seeking to retain the security deposit for that month's unpaid rent.
- [29] One of the Representatives stated that she had shown the Tenant the Unit before the Tenant decided to rent it. The Representative stated the walkthrough was not an inspection. The Representative stated that the Tenant asked whether the carpet could be replaced, but was told it would not. There was no power in the Unit during the walkthrough, so the Representative was unaware of any lighting issues. She stated the Tenant identified no other issues in the Unit.
- [30] The Representatives stated that the Tenant was sent an email at the beginning of the tenancy regarding a move-in inspection, but the Tenant did not respond. No move-in inspection was completed with the Tenant.
- [31] After the hearing, the Representatives submitted a copy of a *Form 5 Landlord Condition Inspection Report* (the "Inspection Report") completed for the Unit on June 24, 2025, following the previous tenant's move-out. The Representatives stated that the Inspection Report only notes a leaking bathroom tap as requiring repair.
- [32] The Representatives stated that during the tenancy, the Tenant did not request any repairs to the Unit. It was not until the Tenant filed an application with the Rental Office on November 5, 2025, that the Landlord was made aware of any issues with the Unit.
- [33] The Representatives stated that the exterior metal window that injured the Tenant's finger has latches that click when used properly; however, if not lifted or lowered properly, the window will not catch and will drop. The Representatives stated that the Tenant likely did not use the window properly, and that is how her finger was injured.
- [34] The Representatives stated that they contacted EH after receiving the Letter. They stated that EH did not inspect the Unit and that "nothing came of that." They stated that the Unit is older, that the wooden windows often stick, and that tenants will shave them down to open and close more easily.
- [35] The Representatives stated that, regarding the October 31, 2025, exterior work on the Residential Property, the workmen likely did not pass by the Unit's bedroom window, as they were working on a third-floor window that did not align with the Tenant's window. They stated there was no breach of quiet enjoyment.
- [36] The Representatives stated that the Landlord did not choose the exact timing of the repair and that they could not notify all tenants. They stated they had to wait for Maritime Electric to reroute power in the area because the workmen were working near a power line. The Representatives stated that the tenant in the unit whose window was being repaired was aware that the repair would occur.

A. Has the Tenant established claims against the Landlord?

- [37] 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.

Quiet enjoyment

- [38] Section 22 of the Act states:

A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

- [39] I find that the Tenant has not established that the Landlord contravened section 22 of the Act.

- [40] The Tenant alleges that the Landlord breached her quiet enjoyment because two of the Landlord's workmen may have passed by her bedroom window on a lift while she was sleeping. The Tenant alleges that the workmen may have looked into her bedroom window while on the lift.

- [41] The evidence establishes that the Tenant observed the workmen only when they were outside her bedroom window, and that she could see only below their heads. I find that the Tenant presented insufficient evidence, such as direct or witness evidence, establishing that the workmen had passed by the Tenant's bedroom window or that the workmen had looked in the Tenant's bedroom window when they were using the lift on the exterior of the Residential Property. This claim is denied.

Failure to maintain or repair the Unit

- [42] 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.*

- [43] Subsection 9(a) of the *Public Health Act Rental Accommodation Regulations* (the "Health Regulations") provides 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.*

- [44] I find that the Tenant has not established that the Landlord contravened subsection 28(1) of the Act or subsection 9(a) of the Health Regulations.

- [45] The Tenant alleges that the Landlord failed to maintain and repair the Unit and that the Unit was not safe. The Tenant alleges that the Unit's living room metal exterior window was not functioning properly, and that the window injured her finger.

- [46] The evidence establishes that since the beginning of the tenancy, the Tenant had used a piece of wood to prop open the metal window. The Tenant stated that she did not advise the Landlord that the metal window may have been malfunctioning or was unsafe, or that the lighting near the window was poor. It was not until approximately four months into the tenancy, and after the Tenant injured her finger, that the Tenant advised the Landlord of potential required repairs in the Unit.
- [47] In matters where a tenant determines that repairs are required in a rental unit, the tenant has the onus to notify the landlord of the required repairs as soon as possible. A landlord cannot ensure they are meeting their obligations under the Act and Health Regulations if they are not notified of issues which need to be rectified. In this case, the Landlord was not notified of the alleged required repairs until after the Tenant injured her finger.
- [48] The Tenant also alleges that the window may not have been functioning properly prior to her moving into the Unit. However, the Landlord submitted a copy of the Inspection Report, which was completed approximately one week before the Tenant moved into the Unit. I note that the Inspection Report does not reference that any of the Unit's windows were not functioning properly at that time. Additionally, the Tenant did not respond to the Landlord's request to complete a move-in inspection of the Unit, during which the parties could have determined the functionality of the window in question.
- [49] Furthermore, EH did not inspect the Unit in person to provide a third-party assessment of the window's functionality. As such, I have limited independent evidence to assess the window's condition following the Tenant's finger injury.
- [50] I note that the Tenant submitted a video showing the exterior window falling when released after being opened. However, I find that the video is insufficient to assess if there are working latches that click if the window is opened at different heights.
- [51] Regarding the Tenant's compensation request for her injured finger and for emotional trauma, the Rental Office does not have jurisdiction to award compensation for personal injury or pain and suffering.

[52] The Tenant's claims are denied.

B. Can the Landlord keep the security deposit for rent owing?

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

[54] Subsection 19(1) of the Act states:

A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

[55] I find that the Landlord has established their claim to keep the Tenant's security deposit for rent owing for November 2025.

[56] The evidence establishes that the Tenant lived in the Unit during November 2025; however, the Tenant did not pay rent to the Landlord for that month. I find that the Tenant did not have an express right under the Act to deduct or withhold all or a portion of the rent. Additionally, I have found that the Tenant's claims are denied.

[57] I find that the Landlord will retain \$738.00 of the Tenant's security deposit for rent owing for November 2025. The Landlord will return the security deposit interest to the Tenant. This claim is allowed.

CONCLUSION

[58] The Tenant's claims are denied, except for security deposit interest.

[59] The Landlord's claim is allowed. The Landlord will retain \$738.00 of the Tenant's security deposit for rent owing for November 2025.

[60] The Landlord must return the security deposit interest of \$15.95 to the Tenant by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$738.00 of the Tenant's security deposit.
2. The Landlord must return the security deposit interest of \$15.95 to the Tenant by May 19, 2026.

DATED at Charlottetown, Prince Edward Island, this 16th day of April, 2026.

(sgd.) Mitch King

Mitch King

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.