

INTRODUCTION

- [1] This decision determines the compensation claims in two applications filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant seeks compensation from the Landlord because of cockroaches in the Unit. The Tenant claims that the Landlord was not completing proper snow and ice removal.
- [3] The Landlord seeks rent owing and compensation for water damage.

DISPOSITION

- [4] The Tenant Application is denied.
- [5] The Landlord Application is allowed in part. The Tenant must pay the Landlord rent owing in the amount of \$5,408.94 by the timeline below. The Landlord's 2025 water damage claim is denied.

BACKGROUND

- [6] The Unit is a two-bedroom apartment located in a seven-unit building (the "Residential Property") that the Landlord has operated for four years.
- [7] The Tenant occupies the Unit under a monthly tenancy agreement. A security deposit of \$250.00 was paid. Rent in the amount of \$1,053.69 is due on the first day of the month.
- [8] On or about February 3, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of February 13, 2026 (the "Notice") for non-payment of rent in the amount of \$2,107.38, repeatedly late rent payments, and damage. The earliest possible vacate date was February 23, 2026.
- [9] On February 10, 2026 the Tenant's representative ("RP") filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking compensation. The Tenant's claim disputing the Notice and the preliminary matters are addressed in Order LD26-174.
- [10] On March 16, 2026 the Landlord's representative filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking rent owing and compensation for water damage, which are determined in this decision. The Landlord Application also seeks vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which are determined in Order LD26-174.
- [11] On April 10, 2026 the Rental Office sent the parties notice of a paper-based hearing with an evidence and submissions timeline of April 20, 2026.
- [12] On April 20, 2026 at 4:04 p.m. RP emailed the Rental Office stating that the Rental Office would receive *"30" large additional attachment files related to the "Partial" Evidence Package.* RP also stated that *"Due to the large file sizes (GB), transmission and downloads may take some additional time to transfer and download or the system could reject as being too large for certain attachments."*
- [13] On April 21, 2026 the Rental Office responded to RP informing that the 30 attachments had not been received. RP responded stating that RP would divide each file into smaller parts and resend them as soon as possible. RP also stated that a hard copy would be delivered to the Rental Office.
- [14] On April 24, 2026 the Rental Office denied the Tenant's request for a Rental Office inspection. The Rental Office extended the evidence submission timeline to April 29, 2026 at 4:00 p.m. and provided RP with a TitanFile link for submitting documents electronically.

- [15] On April 29, 2026 RP emailed the Rental Office stating that an “*original document*” was currently at the printer with additional copies being printed. RP stated that the copies may not be ready by 4:00 p.m. and would certainly be available the next day.
- [16] The Rental Office did not receive RP’s 30 attachments or the copies of the “*original document*” referred to in RP’s April 29, 2026 email.
- [17] On May 6, 2026 the Rental Office sent the parties an 82-page PDF evidence package.
- [18] On May 19, 2026 the Rental Office sent the parties a 4-page PDF response evidence package.
- [19] I have reviewed the evidence and submissions provided and determined the compensation matters below.

ISSUES

- A. Must the Landlord compensate the Tenant regarding cockroaches in the Unit?
- B. Must the Landlord compensate the Tenant regarding the Tenant’s other issues with the Residential Property raised in the Tenant Application?
- C. Does the Tenant owe the Landlord rent?
- D. Must the Tenant compensate the Landlord for water damage in the amount of \$922.25?

ANALYSIS

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

- [20] The Tenant claims against the Landlord for compensation equalling the Unit’s monthly rent from September 2025 onwards. The Tenant also claimed for the cost of a seniors housing unit plus the electricity cost. RP calculated that these Tenant claims totalled \$8,965.83 as of March 2026.
- [21] The Landlord is responsible for treating pest infestations in the Residential Property.
- [22] 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.

- [23] Subsections 9(a) and (c) of the *Public Health Act Rental Accommodation 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.

- [24] The Tenant's claim includes compensation for the period from September to November of 2025. However, the evidence presented does not establish that the Tenant made the Landlord aware of a cockroach infestation in the Unit during this time.
- [25] The Tenant has provided insufficient evidence regarding when the Tenant first informed the Landlord of a cockroach infestation in the Unit. RP has provided limited direct evidence from the Tenant.
- [26] The Landlord's evidence states that the Tenant telephoned the Landlord on December 4, 2025 regarding cockroach activity and requested treatment. The evidence presented does not establish that the Landlord was aware of a cockroach infestation in the Unit before this date.
- [27] The Landlord has provided a detailed timeline of the cockroach treatments that occurred after the Tenant's December 4, 2025 complaint. On December 5, 2025 the Landlord telephoned a pest control company but they were not available until 2026.
- [28] The Landlord's evidence is that the Unit's cleanliness impeded cockroach remediation. The Landlord's cleaners spent four hours on December 6, 2025 cleaning the Unit's kitchen, at a cost of \$174.80. The Landlord paid for this cost and submitted an invoice for these services into evidence.
- [29] On December 7, 2025 the Landlord telephoned a private exterminator who agreed to spray the Unit on December 20, 2025 as a favour to the Landlord. On December 20, 2025 the exterminator sprayed the Unit, but the Tenant had not prepared the Unit as requested.
- [30] On January 5, 2026 the Department of Environmental Health ("Environmental Health") issued a first letter based upon concerns received on December 18, 2025. This letter provides requirements for pest control treatment if the steps had not already been completed.
- [31] On January 6, 2026 the Landlord telephoned a professional pest control company. A treatment was later arranged for January 19, 2026.
- [32] The Landlord submitted into evidence service inspection documents from the professional pest control company dated January 19, 2026, February 4, 2026, February 23, 2026 and April 17, 2026.
- [33] On April 27, 2026 Environmental Health issued a second letter which stated that the requirements in the January 5, 2026 letter had been completed.
- [34] RP has made many allegations of insufficient pest control work by the Landlord. However, RP provided limited evidence to support these assertions.
- [35] Based upon the detailed evidence provided by the Landlord, supported by invoices for pest control services, I find that the Landlord engaged in reasonable cockroach treatment efforts.
- [36] The evidence presented also establishes that the Unit's cleanliness impeded the pest control treatment. I note that the Tenant was responsible for the ordinary cleanliness of the Unit under subsection 28(3) of the *Act*.
- [37] As a result, the Tenant's compensation claim regarding cockroaches is denied.
- B Must the Landlord compensate the Tenant regarding the Tenant's other issues with the Residential Property raised in the Tenant Application?**
- [38] The Tenant Application alleges that the Landlord has not consistently maintained the parking lot by ensuring the timely removal of snow and ice. The Tenant claims that the Tenant experienced three falls due to insufficient removal services.

- [39] The Landlord stated that the Tenant had not previously complained about ice or the condition of the parking lot. The Landlord provided evidence regarding the snow and ice removal work.
- [40] I note that the Rental Office does not have authority (jurisdiction) to determine personal injury, pain and suffering claims.
- [41] Further, the Tenant has provided limited objective evidence (photographs, videos, etc.) to support a claim that snow and ice removal services were inadequate. As a result, the remaining compensation claims in the Tenant Application are denied.

C. Does the Tenant owe the Landlord rent?

- [42] For the reasons below, I find that the Tenant owes rent to the Landlord.
- [43] The evidence of the parties establishes that the Tenant has not paid rent for January, February, March, April, May and June of 2026.
- [44] I note that the Notice was served in February 2026 for two months' rent. At the time the Landlord Application was filed in March 2026, three months' rent were outstanding. The Landlord's April 19, 2006 letter states that four months' rent are in arrears. This letter's date contains a typographical error, with the correct year being 2026.
- [45] The Tenant Application did not dispute that rent was unpaid. Instead, this application states that the Tenant needed to pay rent for a senior housing unit and the Tenant requested compensation regarding cockroaches. The Tenant did not provide evidence of any recent rent payments to the Landlord.
- [46] I find that the Tenant owes the Landlord rent from January to May 2026 in the amount of \$5,268.45 (5 multiplied by \$1,053.69).
- [47] In Order LD26-174 the tenancy is terminated effective June 4, 2026. The Tenant must also pay the Landlord rent from June 1 to 4, 2026, in the amount of \$140.49 (4 days divided by 30 days multiplied by \$1,053.69).
- [48] The Tenant must pay the Landlord rent totaling \$5,408.94 by the timeline below.

D. Must the Tenant compensate the Landlord for water damage in the amount of \$922.25?

- [49] The Landlord claims that the Tenant is responsible for water damage in the amount of \$922.25 because the Tenant did not use a shower curtain, which caused water damage to the rental unit below. The Landlord stated that a licensed plumber and repair person were hired to repair the water damage.
- [50] The Landlord submitted into evidence a first invoice from the plumbing repair company dated October 8, 2025 which states in part:
- “leak through ceiling
remove tub drain and reseal
examine leak through floor – no shower curtain/misuse of shower causing water on floor
to cause leak”*
- [51] The Landlord submitted a second invoice for two service calls on November 2, 2025 regarding a leaking shower at the Unit.

- [52] The Landlord later purchased the Tenant a new shower curtain and requested that the Tenant use the curtain. The Landlord provided an image of the Unit's shower dated April 17, 2026. The image has handwriting which states "*shower seat causing curtain to leak to unit below.*"
- [53] The Tenant Application denies responsibility for water damage to another unit, stating that the Tenant always used a double shower curtain.
- [54] I find that the Landlord has provided insufficient evidence to support the 2025 water damage claim. Although the plumber's October 8, 2025 invoice concludes that the curtain or misuse of the shower caused damage, the facts underlying this conclusion are unclear in the document.
- [55] The plumber did not provide a written statement explaining the plumber's reasons for the Tenant being responsible for the water damage. The Landlord did not provide photographs of the water damage from 2025. The Landlord only provided a photograph of the shower from April 17, 2026, a month after the Landlord Application was filed.
- [56] I find that the Landlord has provided insufficient evidence to support the 2025 water damage claim, in the amount of \$922.25, and this claim is denied.

CONCLUSION

- [57] The Tenant Application is denied.
- [58] The Landlord Application is allowed in part. The Tenant must pay the Landlord rent in the amount of \$5,408.94 by the timeline below. The Landlord's water damage claim is denied.
- [59] I note that subsection 40(2) of the *Act* authorizes a landlord to keep from a security deposit an amount that the Rental Office has ordered a tenant to pay to the landlord and that remains unpaid at the end of the tenancy.
- [60] If the Tenant's outstanding rent remains unpaid as of June 4, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit to offset part of the outstanding rent.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord rent owing in the amount of \$5,408.94 by June 26, 2026.
2. If the Tenant's outstanding rent remains unpaid as of June 4, 2026, then the Landlord may, at the Landlord's option, keep the Tenant's security deposit to offset part of the outstanding rent.

DATED at Charlottetown, Prince Edward Island, this 28th day of May, 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.