

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenant seeks compensation of \$275.82 for spoiled food, claiming that the Landlord failed to maintain the Unit.

DISPOSITION

- [3] The Tenant’s claim is denied.

BACKGROUND

- [4] The Unit is a house owned by the Landlord.
- [5] On September 15, 2025, the parties entered into a written fixed-term tenancy agreement for the Unit, effective from September 15, 2025, to September 15, 2026. Rent of \$1,550.00 was due on the first day of the month. A \$1,550.00 security deposit was paid at the beginning of the tenancy.
- [6] On October 28, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking compensation for spoiled food, claiming that the Landlord failed to maintain the Unit. A copy was served to the Landlord by email.
- [7] On January 15, 2026, the Tenant moved out of the Unit, and the tenancy ended. The Landlord returned the security deposit to the Tenant.
- [8] On March 24, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for May 5, 2026.
- [9] On April 29, 2026, the Rental Office emailed a 26-page PDF evidence package to the parties.
- [10] On May 5, 2026, the Tenant joined the tele-hearing. I telephoned the Landlord’s representative (the “Representative”), who stated that she would not be participating in the tele-hearing. The Tenant confirmed receipt of the evidence package and that all evidence she submitted to the Rental Office was included. The Landlord submitted no evidence or documents.

ISSUE

- A. Must the Landlord compensate the Tenant?

EVIDENCE

The Tenant’s evidence and submissions

- [11] The Tenant seeks compensation of \$275.82 for spoiled food.
- [12] Before the Tenant moved into the Unit, the Tenant and the Representative completed a walk-through of the Unit. The Tenant did not observe anything that required repair, but she did not check the electrical outlets.

- [13] Around September 10, 2025, the Tenant moved some items from her former residence into the Unit, including her freezer and the food that was in the freezer. The freezer was unplugged for approximately one hour before being plugged back in at the Unit. The freezer was still cold when it was plugged back in.
- [14] The Tenant stored the food from the freezer in a cooler during the trip to the Unit, then returned it to the freezer. The food was still frozen when she returned it to the freezer.
- [15] The Tenant did not return to the Unit for two days. Upon returning to the Unit, the Tenant found the freezer inoperative and the food partially thawed. The Tenant plugged the freezer into a different outlet, and the freezer started working again. The Tenant determined that the outlet she first plugged the freezer into was non-functioning. The Tenant did not want to eat the partially thawed food in case it made her ill, so she discarded it.
- [16] The Tenant notified the Representative about the non-functioning outlet. The Representative told the Tenant she was unaware that the outlet was non-functional. The Tenant asked the Representative for compensation for the spoiled food, because she did not have tenant insurance, but the Representative refused. The Landlord repaired the outlet approximately two weeks later.
- [17] The Tenant seeks compensation based on estimated replacement costs for the food items, and she relied on current flyer advertisements to determine those amounts. The Tenant seeks replacement costs because she argues that the cost of all the items has increased since she purchased them.
- [18] The Tenant provided a list of the discarded food for which she was seeking compensation, along with the replacement costs, which totalled \$275.82. The Tenant replaced some of the food, but not all of it, due to the cost. The Tenant submitted photographs of some of the spoiled food that she discarded.

ANALYSIS & FINDINGS

A. Must the Landlord compensate the Tenant?

- [19] Clause 85(1)(d) of the Act states:

After hearing an application, the Director may make an order

- (d) *requiring a landlord to compensate a tenant or a tenant to compensate a landlord for loss suffered or expense incurred as a result of a contravention of this Act or the tenancy agreement.*

- [20] 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.*

- [21] Clause 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.*

- [22] The Tenant argues that the Landlord failed to maintain and repair the Unit in accordance with the Act and the Health Regulations. The Tenant's evidence is that she plugged her freezer into a non-functioning outlet, and the food in her freezer spoiled as a result. The Tenant argues that the Landlord should have ensured the outlet was functioning before she moved into the Unit.
- [23] The Tenant bears the onus of establishing, on a balance of probabilities, that the Landlord contravened the Act or the Health Regulations, and that the contravention caused the loss for which compensation is sought.
- [24] I accept the Tenant's evidence that her freezer was working before she plugged it in at the Unit. However, although I accept that the freezer itself was not the cause of the spoiled food, I find that the Tenant has not established when the outlet may have stopped working.
- [25] If the outlet was not working before the Tenant moved into the Unit, there is insufficient evidence that the Landlord knew the outlet was not working. It would be reasonable for a landlord to inspect a rental unit and make any necessary repairs, such as fixing a broken window, before a tenant moves in. The Tenant testified that she did not observe any required repairs before she moved into the Unit.
- [26] However, I note that a landlord may not be aware of less readily visible defects, such as a non-functioning outlet, if they were not notified of the defect by a previous tenant. The Tenant testified that she did not check whether the plugs were working before moving into the Unit.
- [27] Additionally, there is no evidence that the Tenant checked whether the freezer was operating after she plugged it in and before she left the Unit for two days. As such, there is no evidence to establish whether the outlet was functioning when the Tenant plugged it in or whether it became non-functional during the two days the Tenant was away from the Unit.
- [28] If the outlet was not working before the Tenant moved into the Unit, there is insufficient evidence to establish that the Landlord knew it was non-functional when possession of the Unit was provided to the Tenant. Additionally, the evidence does not establish whether the outlet was non-functioning when the Tenant first plugged in the freezer or whether it ceased functioning sometime afterward.
- [29] Therefore, I find that the Tenant has not established that the Landlord contravened the Act or the Health Regulations.
- [30] The Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

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