

## INTRODUCTION

- [1] Two tenants (“LP” and “SW,” collectively referred to as the “Tenants”) occupy two rental units, under their own separate tenancy agreements, with the same landlord.
- [2] This decision addresses two applications filed by the Tenants with the Residential Tenancy Office (the “Rental Office”) pursuant to section 75 of the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [3] The Tenants seek repairs and compensation equal to one-months’ rent, broken down as follows:
  - LP seeks compensation in the total amount of \$1,046.03 (\$1,021.03 + \$25.00); and
  - SW seeks compensation in the total amount of \$1,277.19.

## BACKGROUND

- [4] The Units are two separate rental units located in a 12-unit apartment building (the “Residential Property”) owned by the Landlord since 2024.
- [5] On November 1, 2019, SW signed a written, one-year fixed-term tenancy agreement, which continued on a monthly basis at the end of the fixed-term. Rent in the amount of \$1,277.19 is payable on the first day of the month. A \$1,150.00 security deposit was paid at the beginning of the tenancy.
- [6] On December 17, 2024, LP signed a written, one-year fixed-term tenancy agreement, which continued on a monthly basis at the end of the fixed-term. Rent in the amount of \$1,021.03 is payable on the first day of the month. A \$950.00 security deposit was paid at the beginning of the tenancy.
- [7] On December 29, 2025, LP e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking repairs and compensation equal to one months’ rent plus \$25.00 requested by LP.
- [8] On January 11, 2026, SW e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking repairs and compensation equal to one months’ rent. Collectively, LP’s application and SW’s application are referred to as the “Applications.”
- [9] On April 10, 2026, the Rental Office mailed and e-mailed the parties notice of a tele-hearing scheduled for May 7, 2026. The Applications were scheduled to be heard together under section 82 of the *Act* because the Tenants have the same landlord and related complaints.
- [10] On April 28, 2026, the Rental Office provided the parties a TitanFile link to a 91-page PDF and 1-video evidence package.
- [11] On April 29, 2026, the Rental Office provided the parties an e-mail which was missing from the evidence package. The parties were also advised that within the evidence package contained a Google Drive link to an additional 32-page of evidence and 5 additional videos.
- [12] On May 7, 2026, the Tenants and the Landlord’s representatives (the “Representatives”) participated in the tele-hearing. The parties confirmed that they received the evidence package, missing evidence and additional evidence and also confirmed that all evidence submitted to the Rental Office were included.

## DISPOSITION

- [13] The Landlord must action the following steps and repairs as provided below.
- [14] The Tenants' compensation claims are denied.

## ISSUE

- A. Must the Landlord complete repairs and are the Tenants entitled to compensation?

## ANALYSIS & FINDINGS

- [15] When a party makes an application to the Rental Office, the onus is on that party to support their application with compelling evidence. In this case, the Tenants have the onus to prove each of their claims on the civil standard of a balance of probabilities.
- [16] The Landlord is responsible to ensure the Residential Property is secure from unauthorized entry and responsible to repair and maintain the Residential Property. Clauses 27 and 28(1) of the Act state:
- A landlord shall ensure that devices necessary to make the residential property reasonably secure from unauthorized entry are installed in the rental unit, including on any door giving access to the exterior of the residential property.*
- 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.*
- [17] The Tenants' listed repairs to the Residential Property included:
1. Repair and secure the outside entrance door lock;
  2. Installation of new lockboxes;
  3. Proper functioning of the buzz-to-phone entry system;
  4. Confirmation of fully functioning security cameras, with tenant access to view footage; and
  5. Appropriate labeling and identification of utility rooms and building systems.
- [18] As of the hearing date, the parties agreed that most of the requested repairs were completed or close to completion. However, the Tenants continued to express concerns about the overall security of the Residential Property and the communication process when issues arise at the Residential Property.
- [19] The parties agreed that the following work had been completed: installation of a new lockbox, a reset of the buzz-to-phone entry system, and operation of the security cameras. However, the evidence establishes that some technical issues with the entry system were still being addressed. The evidence also establishes that a replacement monitor for the security system had been ordered because the current monitor was not functioning properly. The Representatives did not object to completing the remaining labeling and identification work throughout the Residential Property.
- [20] The Tenants stated that serious and ongoing safety and security concerns at the Residential Property interfered with their quiet enjoyment of the tenancy.
- [21] The Tenants described several incidents where unknown individuals gained access to the Residential Property or were found loitering in the entrance. The Tenants also stated that drug paraphernalia was discovered in the janitorial room, which they believed should remain secured at all times.

- [22] LP stated that she contacted the police and the fire marshal because of the ongoing security concerns at the Residential Property. LP stated that the security issues continued from approximately November 2025 to February 2026. LP also stated that the Landlord waited approximately three weeks after the first complaint before contacting police. LP stated that the front and back exterior doors did not properly lock. LP is also seeking reimbursement of \$25.00 for the cost of filing a police report.
- [23] SW stated that ongoing issues at the Residential Property affected safety, security, maintenance and the Tenants' quiet enjoyment.
- [24] SW submitted a timeline of events covering the period from early November 2025 to the hearing date. SW stated that on December 25 and 26, 2025, there was evidence that an unknown person had entered the electrical and utility room. SW stated that police attended and that the incidents were very concerning.
- [25] SW stated that two locksmiths attended the Residential Property in late December 2025 to inspect and replace the locks.
- [26] SW stated that on December 27, 2025, she observed two unknown individuals inside the Residential Property. SW submitted a video recording of the incident into evidence.
- [27] SW stated that she repeatedly contacted and followed up with the Landlord regarding the ongoing security concerns.
- [28] SW stated that a Fire Inspector attended the Residential Property on February 5, 2026, and identified several deficiencies, including an outdated fire safety plan, an outdated tenant list, inadequate access to fire panel keys and missing labels on doors throughout the Residential Property.
- [29] SW stated that police were called on several occasions because unknown individuals were sleeping in the vestibule.
- [30] SW stated that the Landlord failed to properly maintain and secure the Residential Property. In particular, SW stated that the Landlord failed to maintain a secure buzzer-to-phone entry system, secure exterior door locks, maintain property keys and lockbox access controls and ensure that the security monitoring system functioned properly.
- [31] SW stated that these issues disrupted the Tenants' right to quiet enjoyment. SW stated that delays and gaps in the Landlord's response required the Tenants to take an active role in addressing ongoing issues at the Residential Property.
- [32] The Landlord's evidence is summarized below.
- [33] The Representatives disputed the Tenants' description of the issues at the Residential Property. The Representatives acknowledged that an incident occurred on December 25, 2025. However, they stated that a locksmith attended the Residential Property the following day to replace the locks. The Representatives stated that passwords were reset, locks were rekeyed and anti-pry plates were installed.
- [34] The Representatives stated that they manage the Residential Property from outside the province and rely on building ambassadors to assist with operations. The Representatives acknowledged that staffing transitions during the relevant period may have caused communication issues and some delays.
- [35] The Representatives stated that a new intercom system had been installed and that reasonable efforts had been made to complete the repairs the Tenant identified.

- [36] I have reviewed all of the evidence presented by the parties.
- [37] For the reasons set out below, I find that the Landlord must complete the labeling and identification of the utility rooms and building systems throughout the Residential Property, in accordance with the timeline below.
- [38] I find that the Landlord did not dispute the need to complete the required repairs. The parties otherwise agreed that the remaining requested repairs had either been completed or were in the process of being completed.
- [39] The Tenants seek compensation on the basis that the Landlord failed to properly secure the Residential Property, which they argue breached their right to quiet enjoyment and affected their confidence in their safety at the Residential Property.
- [40] In Order LR24-68 the Island Regulatory and Appeals Commission (the "Commission") determined that rental adjudgment awards are inherently subjective assessments where tenants continue to occupy a rental unit while experience ongoing issues, such as pest infestations or reduced facilities and services.<sup>1</sup>
- [41] The evidence does establish that unknown individuals were found occupying or sleeping in the vestibule on several occasions.
- [42] I accept that these incidents would reasonably cause discomfort and inconvenience to the Tenants. However, regarding the December 25, 2025 incident, I find that the evidence establishes this was an isolated event that the Landlord addressed promptly. While there were some delays in completing certain repairs and maintenance items, I do not find that the Landlord ignored the concerns raised by the Tenants.
- [43] With respect to the individuals found in the vestibule, I find that the evidence does not establish that the Landlord caused or permitted these individuals to access the Residential Property. The Tenants acted appropriately by contacting both the Landlord and the police. However, I do not find that the Landlord was responsible for the conduct of those individuals or the presence of those individuals.
- [44] Further, I find that the Landlord is not able to lock the main entrance to the Residential Property for the practical reasons which include delivery drivers and/or emergency response professionals requiring access to the Residential Property.
- [45] In this case, I find that the evidence establishes that the Landlord took reasonable steps to address the security concerns at the Residential Property. I further find that the evidence does not establish that the individual Units themselves were unsecured at any time.
- [46] However, the Landlord remains responsible for taking reasonable steps to secure the Residential Property from unauthorized access. The evidence establishes that, on at least one occasion, an unknown individual gained access to the Residential Property and entered the utility room. I accept that this incident was concerning for the Tenants. I also find that the Landlord responded promptly by arranging a locksmith to attend the Residential Property.
- [47] Although the Tenants expressed genuine concern about future unauthorized entry, the evidence does not establish any further incidents involving unauthorized access to secured areas of the Residential Property after those measures were taken.

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<sup>1</sup> Paragraphs 18 & 19.

[48] Considering the evidence as a whole, including the seriousness of the Tenants' concerns and the corrective steps taken by the Landlord, I find that the circumstances do not warrant compensation at this time. This also includes LP's \$25.00 police report filing fee. Accordingly, the Applications are denied and only allowed for the repairs.

## CONCLUSION

[49] The Applications are allowed in part.

[50] The Landlord must complete the labeling and identification of the utility rooms and building systems throughout the Residential Property, in accordance with the timeline below.

[51] The Tenants' compensation claims are denied.

## IT IS THEREFORE ORDERED THAT

1. The Landlord must complete the labeling and identification of the utility rooms and building systems throughout the Residential Property by July 10, 2026.

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

(sgd.) Cody Burke

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**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.