

## INTRODUCTION

- [1] This decision addresses an application filed by the Tenant with the Residential Tenancy Office (the "Rental Office") pursuant to section 75 of the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Tenant seeks enforcement of a previous Rental Office Order for repairs and compensation, in the amount of \$5,485.00.

## BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom rental unit, being one-half of a side-by-side duplex.
- [4] In June 2021, the parties entered into an oral monthly tenancy agreement. Rent in the amount of \$1,097.00 is due on the first day of the month. A \$1,097.00 security deposit was paid.
- [5] The parties were part of a prior Rental Office dispute regarding repairs.
- [6] On July 28, 2025, the Rental Office issued Order LD25-275, stating as follows:

*"IT IS THEREFORE ORDERED THAT*

*1. The Landlord must complete the following repairs by September 2, 2025*

*A. Investigate and repair the source of the roof leak. Repair the ceiling. Once the ceiling is repaired, the ceiling must be resealed with a mould-resistant paint.*

*B. Bathtub to be repaired or replaced as necessary. Caulking which is stained, loose, or missing must be replaced in the bathroom.*

*2. The Landlord must provide the Rental Office with written confirmation once the repairs are completed."*

- [7] On January 9, 2026, the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") seeking enforcement of LD25-275, repairs and compensation for the Landlord's failure to comply with LD25-275.
- [8] On April 20, 2026, the Rental Office provided the parties notice of a tele-hearing scheduled for May 12, 2026.
- [9] On April 29, 2026, the Rental Office provided the parties a 38-page PDF evidence package.
- [10] On May 12, 2026, the Tenant participated in the tele-hearing. The Landlord did not have a representative participate. I telephoned and e-mailed the Landlord's representative and received no response. After ten minutes the tele-hearing proceeded in the Landlord's absence.

## DISPOSITION

- [11] The Landlord must complete the repairs detailed below by the timeline below.
- [12] The Unit's rent is reduced to \$987.30 until the repairs are completed.
- [13] The Landlord must pay the Tenant \$1,097.00 by the timeline below.

## ISSUES

- A. Must the Landlord complete repairs and is the Tenant entitled to compensation?

**ANALYSIS & FINDINGS**

- [14] 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 Tenant has the onus to prove each of their claims on the civil standard of a balance of probabilities.
- [15] The Tenant provided undisputed evidence that the Landlord failed to comply with all of the repairs ordered in Rental Office Order LD25-275.
- [16] In Order LD25-275, it was established that the Landlord did not repair and maintain the Unit required under subsection 28(1) of the *Act* and subsection 9(a) of the *Public Health Act Rental Accommodation Regulations*. The Landlord was ordered to complete the repairs outlined in an April 15, 2025 Environmental Health Report by September 2, 2025.
- [17] The Tenant stated that only the exterior roof was repaired to stop the leak. The Tenant stated that the exterior roof had a tarp and sealing placed over the roof in August 2025. The Tenant stated that he continued to live in the Unit throughout the tenancy.
- [18] The Tenant stated that the Landlord has not done any repairs to the interior of the Unit. The Tenant stated that he is concerned of mould inside the Unit due to the water damage from the leak.
- [19] The Tenant stated that he e-mailed the Landlord's representative about an issue with the thermostat dial, however, the Landlord's representative has not responded to his e-mails since January 9, 2026.
- [20] The Tenant submitted into evidence a copy of Order LR23-60, where the Island Regulatory and Appeals Commission (the "Commission") ordered the Landlord pay the other tenants in the rental unit beside the Unit \$400.00, and reduced the monthly rent because the Landlord did not repair and maintain the roof.
- [21] I have reviewed the undisputed evidence presented.
- [22] I find that the Tenant's direct evidence establishes that the interior repairs ordered in LD25-275 were not completed by the September 2, 2025 deadline.
- [23] The Tenant has established that the Landlord did not comply with the Rental Office Order LD25-275.
- [24] The Tenant is seeking a 100% return of rent from September 2025 until the repairs are completed.
- [25] I find that the evidence does not support this amount of compensation.
- [26] In Order LR24-68 the Commission determined that rental adjustment 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>
- [27] The evidence presented establishes that the Tenant continued to occupy the Unit and that the Landlord did make reasonable efforts to repair the exterior roof. The Tenant admitted that the leak stopped in August 2025.
- [28] However, the Landlord was also required to repair the ceiling, reseal and use mould resistant paint. The Landlord was required to do specific repairs in the bathroom. The Tenant's direct evidence establishes that the Landlord has not done any internal repairs.

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

- [29] In Order LR23-60 the Commission reduced the compensation claim awarded to the tenants based on the Landlord's evidence making efforts to repair and replace the roof. The Commission acknowledged to Landlord's efforts and were mindful of delays experiences by the demands for professionals in the construction industry. The Commission was also mindful of the inconveniences for the tenants.
- [30] In this case, I acknowledge the same reasoning the Commission took. Particularly, the Landlord's efforts in resolving the leak quickly after the Rental Office issued Order LD25-275. I also acknowledge the inconvenience suffered to the Tenant. The Commission reduced the rent by \$100.00 until the repairs were completed in Order LR23-60.
- [31] In this case I find that a 10% rent reduction from September 2025 until the repairs are completed is proportionate to the evidence presented. Unlike the Commission's findings in Order LR23-60, I find that the Landlord was aware of Order LD25-275, and even participated in the hearing. Order LD25-275 was issued on July 28, 2025 and the Landlord had until September 2, 2025 to complete all the repairs, which were identical from the repairs required under the April 15, 2025 Environmental Health Report.
- [32] The evidence presented establishes that the Landlord did not comply with the deadline in the Environmental Health Report, did not comply with the deadline in the Rental Office Order LD25-275. In Order LR23-60 the landlord also was ordered to return rent and complete repairs to the rental unit beside the Unit.
- [33] For these reasons, I find that a return of rent of \$1,097.00 (\$109.70 per month for ten months) must be paid by the Landlord to the Tenant by the timeline below.
- [34] The monthly rent for the Unit will be reduced to \$987.30 until such time as the repairs below have been completed. Once complete, the rent will return to \$1,097.00 per month.
- [35] The Application is allowed in part.

### IT IS THEREFORE ORDERED THAT

1. The Landlord must complete the following repairs by July 31, 2026:
  - Repair ceiling and reseal ceiling with a mould-resistant paint.
  - Bathtub to be repaired or replaced as necessary. Caulking which is stained, loose, or missing must be replaced in bathroom.
  - Ensure the thermostat is properly functioning.
2. The Landlord must provide the Rental Office with written confirmation once the repairs are completed.
3. The Landlord must pay the Tenant \$1,097.00 by July 31, 2026.
4. The monthly rent for the Unit is reduced to \$987.30 until such time as the repairs are completed and written confirmation is provided to the Rental Office. Once complete, the rent will return to \$1,097.00 per month.

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

(sgd.) Cody Burke

**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.