

INTRODUCTION

- [1] This decision addresses an application filed by the Tenant with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Tenant seeks repairs, compensation, in the amount of \$425.78 and a rent reduction of \$300.00.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom half of a side-by-side duplex, sharing a common wall with the adjoining dwelling unit, owned by the Landlord.
- [4] On December 1, 2021 the parties entered into an oral, monthly tenancy agreement. Rent in the amount of \$1,109.00 is due on the first day of the month. The Tenant paid the Landlord a \$1,109.00 security deposit at the beginning of the tenancy.
- [5] On December 8, 2025 an Environmental Health Officer from the Department of Health and Wellness issued a list of observations and requirements for the Landlord to complete by January 17, 2026 (the "Health Letter").
- [6] On May 7, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking repairs, compensation for out-of-pocket expenses, a return of rent and a rent reduction (the "Application").
- [7] On May 21, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for June 16, 2026.
- [8] On June 8, 2026 the Rental Office e-mailed the parties a 41-page PDF evidence package.
- [9] On June 9, 2026 the Rental Office e-mailed the parties an updated notice of tele-hearing scheduled for July 9, 2026.
- [10] On July 9, 2026 the Tenant participated in the tele-hearing. I e-mailed the Landlord's representative and received no response. After ten minutes the tele-hearing proceeded in the Landlord's absence. The Tenant confirmed that all evidence submitted to the Rental Office was included in the evidence package.

DISPOSITION

- [11] The Landlord must complete the repairs detailed below by the timeline below.
- [12] The Unit's rent is reduced to \$1,009.00 until the repairs are completed.
- [13] The Landlord must pay the Tenant \$1,070.94 by the timeline below.

ISSUE

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

ANALYSIS & FINDINGS

- [14] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing 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 the repairs required by the Health Letter.
- [16] The December 8, 2025 Health Letter stated the Landlord had until January 17, 2026 to complete the following requirements:
- “1. Investigate and repair the source of both leaks. Any materials within the rental unit affected by the water infiltration to be remediated or replaced.
 2. Water damaged ceilings in the rental unit to be repaired. Once repaired, the ceiling to be resealed, it is recommended to seal with mold-resistant paint.”
- [17] The Tenant submitted receipts and photographs of the Unit.
- [18] The Tenant stated that the roof started leaking in July 2022. The Tenant stated that she contacted the Landlord on many occasions about the roof leak. However, the Landlord has not made any effort to repair the roof leak.
- [19] The Tenant stated that a second leak was noticed in the basement in September 2022.
- [20] The Tenant stated that the Landlord was made aware of the second leak. The Tenant stated that nobody has inspected the Unit or made any repairs. The Tenant stated that she empties a bucket once a week in the basement for the second leak.
- [21] The Tenant stated that beginning in August 2023, she purchased a tarp to put over the roof. The Tenant stated that she continued to purchase new tarps throughout the tenancy, which have helped stop the leak.
- [22] The Tenant stated that there is visible water damage on the ceilings, and she uses a dehumidifier to mitigate any mould.
- [23] The Tenant stated that the Landlord has not provided a telephone number. The only contact information she has is an e-mail address, however, the Landlord rarely replies to her e-mails.
- [24] The Tenant stated that in an e-mail dated August 25, 2023, the Landlord stated that it was completing two roofs and then the Unit's roof was next. The Tenant stated that no further update was given and the roof was never repaired.

Determination - repairs

- [25] The Landlord is required to repair and maintain the Unit under subsection 28(1) of the *Act*, which 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.*
- [26] Further, subsection 9(a) of the *Public Health Act Rental Accommodation Regulations* (the “*Health Regulations*”) states:
- The owner of any dwelling shall, when necessary 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.*
- [27] I find that the Tenant's undisputed evidence establishes that the Landlord has not complied with clauses 28(1) of the *Act* and 9(a) of the *Health Regulations*.

[28] I find that the Landlord must complete the requirements in the Health Letter by the timeline below.

Determination – compensation and rent reduction

[29] The Tenant is seeking reimbursement for the out-of-pocket expenses related to purchasing tarps for the roof leak.

[30] I find that the Tenant's evidence establishes the out-of-pocket compensation request. The Tenant submitted numerous receipts from Princess Auto for tarps throughout the tenancy. The Tenant's claim is established, in the total amount of \$425.78.

[31] The Tenant is also seeking a rent reduction in the amount of \$300.00 per month since July 2022.

[32] I find that the evidence does not support this amount of compensation and reduction at this time.

[33] The evidence presented establishes that the Tenant continued to occupy the Unit. The Tenant's evidence also establishes that the Tenant was unaware of her options regarding the Rental Office and Environmental Health throughout the tenancy. The Tenant stated that it was not until late-2025 that she was aware of contacting Environmental Health.

[34] I find that the Health Letter gave the Landlord until January 17, 2026 to complete the repairs. The evidence establishes that the Landlord did not complete the repairs by the timeline and did not seek an extension from Environmental Health.

[35] In Order LR23-60 the Island Regulatory and Appeals Commission (the "Commission") reduced the compensation claim awarded to tenants of the same Landlord as this case. The Commission acknowledged the Landlord's efforts to repair and replace the roof and were mindful of delays experienced by the demands for professionals in the construction industry. The Commission was also mindful of the inconveniences for the tenants.

[36] In this case, I find that a \$100.00 rent reduction beginning January 18, 2026, until the repairs are completed is proportionate to the evidence presented. The evidence presented establishes that the Landlord has communicated with the Tenant in 2023, however, no further update was given. The Tenant continued to occupy the Unit and took steps to reduce any leaking on her own.

[37] I find that it was the Landlord's responsibility to repair the two leaks and also the Landlord's responsibility to take any temporary steps like purchasing a tarp until the repairs could be fully complete.

[38] The Landlord must compensate the Tenant for the out-of-pocket expenses and must return a portion of rent from January 18, 2026 to present day.

[39] The return of rent claim is allowed, in the amount of \$645.16 ($\$100.00 \times 6\text{-months} + \45.16 (14 days / 31 days $\times$ \$100.00 for January 2026)).

[40] The Tenant's total compensation claim is \$1,070.94 ($\$425.78 + \645.16).

[41] The monthly rent for the Unit is reduced to \$1,009.00 until such time as the repairs below have been completed. Once complete, the rent will return to \$1,109.00 per month.

[42] The Application is allowed in part.

IT IS THEREFORE ORDERED THAT

1. The Landlord must complete the following repairs by August 31, 2026:
 - Investigate and repair the source of both leaks. Any materials within the Unit affected by the water infiltration to be remediated or replaced; and
 - Water damaged ceilings in the Unit to be repaired. Once repaired, the ceiling to be resealed with mould-resistant paint.
2. The Landlord must provide the Rental Office with written confirmation once the repairs are completed.
3. The Landlord must pay the Tenant \$1,070.94 by August 31, 2026.
4. The monthly rent for the Unit is reduced to \$1,009.00 until such time as the repairs are completed and written confirmation is provided to the Rental Office. Once complete, the rent will return to \$1,109.00 per month.

DATED at Charlottetown, Prince Edward Island, this 13th day of July, 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.