

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 repairs to the Unit and a rent reduction until the repairs are complete.

BACKGROUND

- [3] The Unit is a townhouse in a four-unit building owned by the Landlord.
- [4] The parties entered into a written fixed-term tenancy agreement for the Unit, effective from April 1, 2023, to March 31, 2024. The tenancy then continued on a monthly basis. The Unit’s current monthly rent is \$1,109.26, and the security deposit is \$1,053.43.
- [5] On July 22, 2025, Environmental Health (“EH”) sent a letter (the “Letter”) to the Landlord and to the Tenant. The Letter stated that due to concerns regarding the Unit’s condition, the Landlord was required to complete the following requirements no later than August 21, 2025, or request an extension:
1. *Investigate and repair the source of the leak on the roof.*
 2. *Ceiling and walls to be cleaned with soap and water to remove mould.*
 3. *Assess the extent of moisture damage (i.e. surface mould, drywall or wood/structure damage).*
 4. *If mould has impacted drywall or wood above, then the moisture damaged material is to be removed and replaced.*
- [6] On November 27, 2025, the parties participated in a previous Rental Office hearing. On December 1, 2025, the Rental Office issued Order LD25-416, which ordered the Landlord to inspect the Unit and make any necessary repairs or replacements by January 16, 2026, regarding the following:
1. *Washing machine;*
 2. *Roof insulation;*
 3. *Kitchen window and second-floor bedroom window;*
 4. *Wall stair-railing.*
- [7] On May 21, 2026, the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking repairs to the Unit and a rent reduction until the repairs are complete. A copy of the Application was served to the Landlord electronically.
- [8] On May 22, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for June 11, 2026.
- [9] On June 2, 2026, the Rental Office emailed the parties a 34-page PDF evidence package.
- [10] On June 2, 2026, the Rental Office telephoned the Landlord and left a voicemail with the tele-hearing details.
- [11] On June 11, 2026, the Tenant participated in the tele-hearing. I telephoned the Landlord twice and left a voicemail message. I also emailed the Landlord an additional copy of the tele-hearing notice. The Landlord did not participate in the tele-hearing, and the hearing proceeded ten minutes after the scheduled time.
- [12] The Tenant confirmed receipt of the evidence package and stated that all evidence she submitted to the Rental Office was included. The Landlord submitted no evidence.

DISPOSITION

- [13] The Landlord must inspect the Unit and make the following repairs or replacements by the timeline below:
1. Investigate and repair the source of the leak on the roof;
 2. Ceiling and walls to be cleaned with soap and water to remove mould;
 3. Assess the extent of moisture damage (i.e. surface mould, drywall or wood/structure damage);
 4. If mould has impacted drywall or wood above, then the moisture damaged material is to be removed and replaced;
 5. Repair roof insulation;
 6. Repair kitchen window and second-floor bedroom window;
 7. Repair wall stair-railings;
 8. Repair the Tenant's stovetop.
- [14] Within seven days after completing the repairs, the Landlord shall provide the Rental Office and Environmental Health with photographs and a written update confirming completion.
- [15] The Unit's rent will be reduced to \$554.63 per month, effective August 1, 2026, until the repairs listed in this Order are completed.

ISSUES

- A. Must the Landlord make repairs due to the Unit's condition?
- B. Is the Tenant entitled to a rent reduction?

ANALYSIS & FINDINGS

Repairs

- [16] The Tenant stated that repairs are required at the Unit, but the Landlord has not addressed the repairs. The Tenant stated that she is seeking a 100% rent reduction until the repairs are completed. The Tenant stated that she has notified the Landlord on several occasions about the repairs, but the repairs have not been properly addressed.
- [17] The Tenant stated that the roof has been leaking for over a year, and there is moisture in the Unit. She stated the Landlord did put some tar on the roof, but it is not sealed, and the Unit is cold.
- [18] The Tenant stated that she contacted EH in June 2025 regarding repairs required for the Unit. On July 22, 2025, EH sent the parties the Letter which required the Landlord to complete repairs to the Unit by August 21, 2025. She stated that none of the repairs in the Letter have been completed.
- [19] The Tenant stated that on December 1, 2025, the Rental Office issued Order LD25-416, which required the repairs outlined in the Letter, as well as additional repairs to be completed in the Unit by January 16, 2026. The Tenant stated that none of the repairs from Order LD25-416 have been completed. The Tenant stated that she purchased her own washing machine and is no longer seeking one from the Landlord.
- [20] The Tenant stated that on or around January 16 or 17, 2026, a Landlord employee was working outside the Unit. The Landlord's employee banged on the exterior wall, knocking a pot onto the Tenant's personal stove and breaking the stovetop.

- [21] The Tenant notified the Landlord's employee and another Landlord representative, who told the Tenant that the Landlord would repair the stovetop. The Tenant stated that the stovetop has not been repaired and that the Tenant has been using a stove provided by the Landlord. The Tenant stated she received a repair estimate of approximately \$400.00, plus labour, to repair the stovetop.
- [22] Subsection 28(1) of the Act states that a landlord is required to comply with the health, safety, and housing standards required by law and, regarding the age, character and location of the rental unit, and make it suitable for occupation by a tenant.
- [23] I find that the Tenant has established that the Landlord has failed to comply with its obligations under subsection 28(1) of the Act.
- [24] The Landlord must inspect the Unit and make the following repairs or replacements by the timeline below:
1. Investigate and repair the source of the leak on the roof;
 2. Ceiling and walls to be cleaned with soap and water to remove mould;
 3. Assess the extent of moisture damage (i.e. surface mould, drywall or wood/structure damage);
 4. If mould has impacted drywall or wood above, then the moisture damaged material is to be removed and replaced;
 5. Repair roof insulation;
 6. Repair kitchen window and second-floor bedroom window;
 7. Repair wall stair-railings;
 8. Repair the Tenant's stovetop.
- [25] Within seven days after completing the repairs, the Landlord shall provide the Rental Office and Environmental Health with photographs and a written update confirming completion.

Rent

- [26] The Tenant is seeking a 100% rent reduction until all the required repairs are complete. However, I find that the evidence does not fully support the Tenant's request. I find that the Unit's rent will be reduced by 50%, to \$554.63 per month, until the repairs listed in this Order are completed.
- [27] The evidence establishes that the tenancy has been substantially devalued because the required repairs have not been completed. The lack of repairs has made the Unit unsafe and cold and has caused moisture issues, thereby devaluing the tenancy and reducing the Tenant's use and enjoyment of the Unit. Additionally, the Landlord damaged the Tenant's stovetop and has not repaired it in a timely manner.
- [28] In Order LR25-50, the Island Regulatory and Appeal Commission (the "Commission") commented on a similar matter. In that matter, the Commission found that the landlord failed to comply with an EH letter and that the tenancy was devalued due to a failure to spray for cockroaches. As such, the Commission found that the tenants should be awarded compensation for inconvenience and loss of enjoyment, based on 33% of the rent.
- [29] However, in that matter, the landlord began complying with the EH report approximately two months after the required date, and those tenants moved out of the Unit the day after the compliance began.
- [30] I find that this matter differs from Order LR25-50 in that the Landlord has failed to comply with both Environmental Health requirements and a previous Rental Office order requiring repairs. The required repairs have remained outstanding for over a year. The repairs involve a leaking roof, mould, and issues with insulation and windows, all of which affect the Unit's habitability.

- [31] Although the deficiencies are significant, the Tenant continues to reside in the Unit and retains some benefit from the tenancy. I find that the Tenant's request for a rent reduction is allowed in part, for 50% of the monthly rent.

IT IS THEREFORE ORDERED THAT

1. The Landlord must inspect the Unit and make the following repairs or replacements by August 14, 2026:
 1. Investigate and repair the source of the leak on the roof;
 2. Ceiling and walls to be cleaned with soap and water to remove mould;
 3. Assess the extent of moisture damage (i.e. surface mould, drywall or wood/structure damage);
 4. If mould has impacted drywall or wood above, then the moisture damaged material is to be removed and replaced;
 5. Repair roof insulation;
 6. Repair kitchen window and second-floor bedroom window;
 7. Repair wall stair-railings;
 8. Repair the Tenant's stovetop.
2. Within seven days after completing the repairs, the Landlord must provide the Rental Office and Environmental Health with photographs and a written update confirming completion.
3. The Unit's rent will be reduced to \$554.63 per month, effective August 1, 2026, until the repairs ordered above are completed.

DATED at Charlottetown, Prince Edward Island, this 14th day of July, 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.