

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 in the amount of \$1,826.94, alleging that the Landlord failed to maintain the Unit. The Tenant also seeks a determination that the Landlord’s response to the pests caused the Tenant undue stress.

BACKGROUND

- [3] The Unit is an apartment in a multi-unit building (the “Residential Property”) owned by the Landlord.
- [4] The Tenant and a former landlord entered into a written fixed-term tenancy agreement for the Unit, effective from May 15, 2017, to May 31, 2018. A security deposit of \$512.11 was paid at the beginning of the tenancy.
- [5] On a later date, the Landlord purchased the Residential Property, and the tenancy agreement continued on a monthly basis. Rent of \$1,095.00 is due on the first day of the month.
- [6] On January 29, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking compensation and an acknowledgment that the Landlord’s actions caused the Tenant undue stress. A copy was served by email.
- [7] On April 24, 2026, the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office seeking compensation and an acknowledgment that the Landlord’s actions caused the Tenant undue stress. A copy was served by email.
- [8] On May 13, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for June 23, 2026.
- [9] On June 12, 2026, the Rental Office emailed a 45-page PDF evidence package to the parties.
- [10] On June 23, 2026, the Tenant’s representative (the “Tenant Representative”) and two Landlord representatives (the “Landlord Representatives”) joined the tele-hearing. The parties confirmed receipt of the evidence package and that all evidence submitted to the Rental Office was included in it.
- [11] After the hearing, the parties provided additional submissions, which were shared with the other party and added to the record.

DISPOSITION

- [12] The Application is denied.

ISSUES

- A. Must the Landlord compensate the Tenant for failing to maintain or repair the Unit?
- B. Did the Landlord’s response to the pests cause the Tenant undue stress?

EVIDENCE**The Tenant's evidence and submissions**

- [13] The Tenant Representative stated that the Tenant seeks \$1,126.94 in compensation for a damaged chair, \$700.00 in compensation for having spent seven nights away from the Unit, and an acknowledgment of the stress this matter has caused the Tenant.
- [14] On September 25, 2025, the Tenant discovered holes in some of her magic bags. On September 27, 2025, the Tenant found damage to her recliner chair. The chair cost \$1,126.94 new, and it cannot be repaired. The damage is not covered by tenant insurance.
- [15] On September 27, 2025, the Tenant contacted the Landlord to report that she may have a pest infestation in the Unit. A Landlord representative confirmed that the Landlord had already been provided photographs of the Unit.
- [16] On October 1, 2025, the Tenant contacted the Landlord again as she had not heard back from anyone. A Landlord representative attended the Unit, set some traps, and placed a barrier at the Unit's door.
- [17] On October 6, 2025, the Tenant attempted to contact the Landlord but received no response. On October 7, 2025, the Tenant contacted one of the Landlord Representatives and asked her to contact the building's owners regarding the pest infestation.
- [18] During the next week, the Tenant's family members set some traps in the Unit, but nothing was caught, and there was no evidence of feces. On October 14, 2025, the Tenant Representative asked the Landlord to contact a pest control company.
- [19] On October 14, 2025, the Landlord contacted a pest control company who attended the Unit and set out traps. They also discovered holes in the Unit leading to the exterior of the Residential Property, which may have allowed pests to access the Unit. The holes were sealed, and there was no further evidence of pests in the Unit after that time.
- [20] Between September 25 and early November 2025, the Tenant spent seven different nights away from the Unit at a family member's residence. The Tenant believed that the pests may have been in her bed and she did not want to spend certain nights sleeping in the Unit.
- [21] The Tenant is seeking compensation of \$100.00 per night, totalling \$700.00, because the Tenant could have stayed in a hotel rather than at a family member's residence. The Tenant remained in the Unit during daytime hours.

The Landlord's evidence and submissions

- [22] The Landlord Representatives disputed the Tenant's financial claims and stated that the Landlord had complied with the Landlord's requirements under the Act. They stated that some of the Tenant's telephone calls to the office were made on weekends, but no one would have been back in the office until Monday to return the calls.
- [23] The Landlord Representatives stated that the Landlord put down some traps before contacting a pest control company. Nothing was caught in the Landlord's traps, and no feces were observed. The Landlord contacted a pest control company, which attended the Unit on October 14, 2025. No pests were found, but the pest control company identified some areas in the Unit that the Landlord should repair to prevent pests from entering.
- [24] Between October 15 and 28, 2025, the Landlord sealed holes that were discovered on the exterior of the Residential Property and within the Unit.

- [25] On October 28, 2025, the pest control company returned to inspect the Unit, but nothing had been caught in the traps. The pest control company provided the Tenant with additional traps. The pest control company could not determine the type of pest that may have been in the Unit. The Landlord Representatives stated that the Tenant had reported no further pest issues.

ANALYSIS & FINDINGS

- [26] The onus is on the Tenant, as the party asserting her claims against the Landlord, to provide clear evidence to establish them on the balance of probabilities.
- [27] The Tenant's claims are brought under clause 85(1)(d) of the Act, which authorizes the Director to order a landlord to compensate a tenant for a loss suffered or expense incurred as a result of a contravention of the Act.
- [28] 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.*

- [29] Clauses 9(a) and 9(c) of the *Public Health Act Rental Accommodation Regulations* (the "Health Regulations") state:

9. 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;*
- (c) take necessary precautions and undertake necessary treatment to prevent or eliminate infestations by cockroaches, bedbugs, fleas, silverfish, weevils, flies, rats, mice and any or all other pests.*

A. Must the Landlord compensate the Tenant for failing to maintain or repair the Unit?

Chair damage

- [30] Regarding the Tenant's \$1,126.94 claim for the chair damage, I find that the Tenant has not established that the Landlord contravened the Act or the Health Regulations.
- [31] In cases where a tenant believes there may be pests in a rental unit, the tenant has the onus to notify the landlord as soon as possible. The evidence is that the Tenant suspected the presence of pests on September 25, 2025, but did not notify the Landlord until September 27, 2025, after her chair had been damaged.
- [32] A landlord cannot ensure they are meeting their obligations under the Act and Health Regulations if they are not notified of issues which need to be rectified. In this case, the Landlord was not notified of the pests until after the chair damage. As such, the Landlord was unable to carry out repairs or take the necessary precautions to prevent or eliminate the pests before the damage occurred.
- [33] Additionally, there is no evidence that the Landlord was aware of the holes in the Unit or the Residential Property before being notified of the presence of pests. After being notified, the Landlord sealed the holes within a reasonable timeframe.
- [34] This claim is denied.

Rooming costs

- [35] Regarding the Tenant's \$700.00 claim for staying at a family member's residence, I find that the Tenant has not established that the Landlord contravened the Act or the Health Regulations.
- [36] I find that the Landlord took reasonable steps within a reasonable timeframe to comply with their obligations under the Act and the Health Regulations after being notified of the presence of pests.
- [37] Additionally, there is insufficient evidence that the Tenant was expected or required to leave the Unit at night during the pest remediation. There is also insufficient evidence that the Tenant incurred any expenses as a result of not staying in the Unit.
- [38] This claim is denied.

B. Did the Landlord's response to the pests cause the Tenant undue stress?

- [39] Regarding the Tenant's claim that the presence of pests and the Landlord's response caused the Tenant stress, the Rental Office lacks jurisdiction to make a determination or award compensation for stress or pain and suffering.
- [40] This claim is denied.

IT IS THEREFORE ORDERED THAT

1. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 16th 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.