

INTRODUCTION

- [1] This decision addresses two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Tenants seek a return of rent of \$1,115.00 for March 2026, an 80% return of rent for five months totalling \$4,460.00, and compensation of \$1,857.52, totalling \$7,432.52.
- [3] The Landlord seeks compensation for repairs in the amount of \$3,366.66.

BACKGROUND

- [4] The Unit is a townhouse in a six-unit building (the “Residential Property”) owned by the Landlord.
- [5] The Tenants and a previous landlord entered into a written, fixed-term tenancy agreement for the Unit, effective from August 20, 2022, to March 31, 2023. A security deposit of \$1,060.00 was paid on July 27, 2022.
- [6] Around August 2023, the Landlord purchased the Residential Property. The Tenants and the Landlord entered into a new written fixed-term tenancy agreement for the Unit effective from September 1, 2023, to August 31, 2024. The tenancy agreement then continued on a monthly basis. Rent was \$1,115.00 due on the first of the month.
- [7] On March 1, 2026, the Tenants moved out of the Unit.
- [8] On March 2, 2026, the Landlord returned the security deposit to the Tenants.
- [9] On March 24, 2026, the Tenants emailed the Rental Office and the Landlord a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”), seeking a return of rent and additional compensation.
- [10] On May 27, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 30, 2026.
- [11] On June 1, 2026, the Landlord emailed the Rental Office and the Tenants a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”), seeking compensation.
- [12] On June 24, 2026, the Rental Office shared with the parties via TitanFile one Landlord video and a 170-page PDF (the “Evidence Package”).
- [13] On June 30, 2026, the Landlord and the Tenants (“T1” and “T2”) participated in the tele-hearing.
- [14] The parties confirmed receipt of the Evidence Package, and stated that it contained all evidence submitted by the parties.
- [15] After the hearing, the parties were permitted to submit additional evidence by August 5, 2026. Both parties submitted additional evidence, which was shared with the other parties and added to the record.

DISPOSITION

- [16] The Landlord will pay the Tenants \$334.50 by the timeline below.

ISSUES

- A. Must the Landlord return March 2026 rent to the Tenants?
- B. Did the Landlord fail to maintain and repair the Unit and, if so, must the Landlord compensate the Tenants as a result?
- C. Must the Tenants compensate the Landlord for cleaning and repairs?

EVIDENCE

Landlord's evidence and submissions

- [17] The Landlord stated that the Tenants provided notice on February 14, 2026, and moved out on March 1, 2026. The Tenants did not provide at least 30 days' notice, so the Landlord kept the prepaid March 2026 rent. The Landlord tried to find a new tenant for March 2026, but was unable to do so until April 1, 2026.
- [18] The Landlord stated he bought the Residential Property in August 2023 and the Tenants were already living in the Unit. The Landlord did not inspect the Residential Property or the Unit before or after purchasing the building, so he was unaware of the Unit's condition before the move-out inspection.
- [19] After the Tenants moved out, the Landlord found that the Unit was unclean and damaged and stated that the Tenants' dog may have caused some of the damage. It cost the Landlord \$3,366.66 to clean and repair the Unit. The Landlord was required to paint, clean, and repair the Unit. The Landlord submitted evidence of his expenses and labour costs, as well as photographs and a move-out video of the Unit.
- [20] The Landlord stated the kitchen cabinets were heavily coated with grease and food residue. The wall next to the stove was covered with adhesive paper. The back door and bathroom walls were dirty and covered with grime. All curtain rods were missing, and the radiators were partially damaged and covered in dirt.
- [21] The Landlord stated he had to replace the range hood because of a fire the Tenants caused in the Unit before he purchased the building. There were multiple areas of damage to the living room flooring and significant dirt on the windows. The kitchen countertop and all indoor stairs were damaged. The back-door frame was damaged, and there was severe damage to the bedroom flooring and baseboards.
- [22] The Landlord replaced the damaged flooring and baseboards in multiple areas. He had to repair the radiators and replace the kitchen counter. He had to repair the steps and the back-door frame. He had to conduct a full deep cleaning of the entire house, including odour remediation. He had to repaint the Unit at least twice due to stains and dirt.
- [23] The Landlord stated the Tenants did not make him aware of rodents in the Unit until December 2025. The Landlord offered traps and to fill a hole, but the Tenants stated they could do it themselves. The Tenants did not report any issues regarding rodents after that time. The Landlord completed pest treatments in a different rental unit but not in the Unit.
- [24] The Landlord disputed the Tenants' assertion that after the break-in at the Unit he failed to secure the Unit. He stated he secured the door and hired a handyperson as soon as he was able.

The Tenants' evidence and submissions

- [25] The Tenants are seeking a return of 80% of rent for each month from October 2025 to February 2026 (\$4,460.00) and the return of the pre-paid March 2026 rent. The Tenants are seeking compensation of \$597.50 for medical costs, trauma from a robbery, and harassment. The Tenants are also seeking compensation of \$1,260.02 for emergency relocation, medical expenses and damaged items.
- [26] The Tenants stated that a range fire occurred in the Unit in 2022 or 2023 and was caused accidentally. T1 stated she was cooking and she got stuck in the bathroom due to a defective lock. T1 had to contact the former landlord to open the bathroom door.
- [27] In October 2025, the Tenants notified the Landlord that there was a rodent infestation in the Unit. The Tenants stated that the Landlord failed to properly address the infestation. On February 17, 2026, the Landlord emailed the Tenants and stated that he could not afford to hire a pest control company. The Tenants submitted photographs and videos they stated show evidence of the rodent infestation in the Unit and items damaged by the rodents.
- [28] T1 stated she contracted an infection due to the rodent infestation and required medical treatment. The Tenants submitted a February 12, 2026, doctor's note from another country stating that T1 had an infection whose symptoms are caused by "rats." T1 had to order medication from her home country due to the cost in Canada. The Tenants submitted photographs which they stated show T1's medical issues as well as copies of T1's medical expenses.
- [29] The Tenants stated there was a break-in to the Unit in February 2026 and the Unit was not secured adequately before or after the break-in, which caused T1 stress.
- [30] The Tenants disputed the Landlord's repair and cleaning claims. They stated that the rodents caused the damage to the cupboard, stairs, and baseboard. The Unit had not been painted before their move-in, and any other damages would be considered reasonable wear and tear. The Tenants stated the Unit was clean when they moved out and submitted photographs of the Unit.

ANALYSIS & FINDINGS**A. Must the Landlord return March 2026 rent to the Tenants?**

- [31] Subsection 55(2) of the Act states:

(2) A tenant may end a month-to-month or other periodic tenancy by giving the landlord a notice of termination effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice;
and

(b) is the day before the day that rent is payable under the tenancy agreement.

- [32] I find that the Tenants failed to provide the Landlord proper notice under subsection 55(2) of the Act. The evidence establishes that the Tenants provided the Landlord notice on Feb 14, 2026, and vacated on March 1, 2026.
- [33] The Act states that under a monthly tenancy, the Tenants were required to provide the Landlord with at least one month's notice, and that notice must be given on or before the day before that rent was payable under the tenancy agreement. In this case, the Tenants were required to give the Landlord notice no later than January 31, 2026, to end the tenancy on February 28, 2026.

- [34] I find that the Landlord took reasonable steps to mitigate his rental income losses by attempting to re-rent the Unit following receipt of the Tenants' notice. Despite those efforts, the Unit was not re-rented until April 1, 2026. Accordingly, the Landlord is entitled to retain the prepaid March 2026 rent. This part of the Tenant Application is denied.

B. Did the Landlord fail to maintain and repair the Unit and, if so, must the Landlord compensate the Tenants as a result?

Rodent infestation

- [35] The Tenants are seeking a return of 80% of the rent paid for each month from October 2025 to February 2026, totalling \$4,460.00, due to a rodent infestation in the Unit.

- [36] 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.*

- [37] Clauses 9(a) and (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.*

- [38] I find that the Tenants have provided sufficient evidence to establish that there was a rodent infestation in the Unit and that the Landlord failed to comply with his obligations under the Act and Health Regulations to address the infestation.

- [39] The evidence establishes that, despite being aware of the rodent infestation by at least December 2025, the Landlord did not arrange professional pest treatment and acknowledged that no pest control company had treated the Unit as of the hearing date. I find that these steps were insufficient to satisfy the Landlord's obligations under subsection 28(1) of the Act and clauses 9(a) and (c) of the Health Regulations.

- [40] The parties provided contradictory evidence regarding when the Tenants first notified the Landlord of the infestation. The Tenants stated it was October 2025 and the Landlord stated it was December 2025. Based on the documentary evidence submitted, I cannot conclude that the Landlord was aware of the rodent infestation before December 2025.

- [41] The Tenants seek an 80% rent return due to the infestation. While I am satisfied that the Tenants experienced a reduction in the value of the tenancy from December 2025 to February 2026 as a direct result of the Landlord's failure to take reasonable steps to eliminate the rodent infestation, I do not find that the evidence supports the extent of the compensation sought.

- [42] In Order LR26-26, the Island Regulatory and Appeals Commission (the "Commission") found that a landlord's failure to take reasonable steps to address a rodent infestation justified a 10% rent abatement. I find the circumstances in this matter sufficiently similar to justify the same level of compensation.

- [43] I find that the Landlord must compensate the Tenants in an amount equal to 10% of the monthly rent paid for December 2025, January 2026, and February 2026, totalling \$334.50 (\$115.00 x 3 months). This part of the Tenant Application is allowed.

Additional compensation

- [44] The Tenants are seeking additional compensation of \$1,857.52 for emergency relocation expenses, medical expenses, damaged items, trauma from a robbery, and Landlord harassment.
- [45] For the reasons below, I find that the Tenants have not established these claims.
- [46] Regarding the emergency relocation expenses, the Tenants provided the Landlord with notice under subsection 55(2) and moved out of the Unit. There is no provision in the Act for compensation for moving expenses where a tenant provides notice to vacate under subsection 55(2). Additionally, I find that the Tenants' evidence does not establish that the condition of the Unit was such that the Tenants were required to vacate the Unit due to an emergency.
- [47] Regarding the medical expenses, the Tenants provided photographs which they state depict T1's medical issues caused by rodents, a doctor's note from another country stating that T1 had an infection caused by rodents, and bills from Canada and another country listing different medical expenses.
- [48] While I accept that the Tenants incurred medical expenses, I find that there is insufficient evidence to directly relate the medical expenses to a Landlord contravention of the Act under clause 85(1)(d).
- [49] The Tenants' evidence is that the infestation started in October 2025, but I cannot conclude the Landlord was made aware of the infestation until December 2025. Based on the evidence, it appears that T1's medical issues started before December 2025. It is also unclear whether the medical diagnosis in the doctor's note was based on physically examining T1 or just speaking with T1 about her circumstances. Additionally, the Tenants submitted a list of various medications they purchased; however, the Tenants have not sufficiently established how those medications related to the medical issues.
- [50] As such, I find that the Tenants have not established, on a balance of probabilities, that the medical expenses were incurred as a direct result of the Landlord's non-compliance with the Act.
- [51] Regarding the damaged items, the Tenants provided photographs of damaged items; however, they provided no evidence to establish an amount for a loss suffered or expense incurred to replace any of these items.
- [52] Regarding the harassment claim, I find that the Tenants have not established that the Landlord "harassed" them or what loss was suffered or expense incurred as a result of this allegation.
- [53] Regarding the trauma claim, the Rental Office does not have the jurisdiction to award compensation for pain and suffering.
- [54] This part of the Tenant Application is denied.

C. Must the Tenants compensate the Landlord for cleaning and repairs?

[55] The Landlord is seeking \$3,366.66 in compensation for cleaning and repairs.

[56] Clause 39(2)(a) of the Act provides the cleaning and damage standards at the end of a tenancy, stating as follows:

When a tenant vacates a rental unit, the tenant shall

(a) leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear...

[57] For the reasons below, I find that the Landlord has not established these claims.

[58] The Landlord bears the burden of proving that the claimed damage exceeds reasonable wear and tear and was caused during the tenancy. However, I find there is limited evidence to establish the Unit's move-in condition. In the absence of reliable evidence establishing the Unit's condition at the beginning of the tenancy, this significantly limits the weight that can be given to the Landlord's damage claim.

[59] The Tenants submitted a "check-in form" as evidence, dated August 31, 2022. The check-in form lists different areas of the Unit and appliances, and there are check marks next to each listed item, but no additional notations. I am unable to determine from the evidence whether the "check-in form" was intended to record the move-in condition of the Unit or served another purpose. I note that when the Tenants moved into the Unit, the *Rental of Residential Property Act* (the "Former Act") did not require a move-in inspection report to be completed between a landlord and tenant.

[60] The Landlord did not have any witnesses, such as the former landlord, testify at the hearing to establish the move-in condition of the Unit or what the check-in form was meant to reflect. The Landlord testified that he did not inspect the Unit before buying the Residential Property and that he was unaware of the Unit's condition until the move-out inspection.

[61] Regarding the range hood, the Tenants testified that the fire occurred because T1 was locked in the bathroom due to a faulty lock. The Landlord bears the burden of establishing that the fire resulted from the Tenants' negligence. I am not satisfied that burden has been met.

[62] The Tenants testified that the rodent infestation caused some of the Unit's damages. I find that the evidence, specifically the Tenants' photographs and videos, supports the Tenants' submission that rodents caused some of the damage claimed by the Landlord.

[63] Additionally, I find that there is insufficient evidence to establish when the Unit was last painted or if the repairs the Landlord completed in the Unit were the result of reasonable wear and tear.

[64] Regarding the cleanliness of the Unit, I am not satisfied that the Landlord has established that the Unit was left below the standard of reasonably clean required by clause 39(2)(a) of the Act.

[65] I am also not satisfied that the Landlord has established that the garbage left outside the Residential Property belonged to the Tenants.

[66] The Landlord Application is denied.

CONCLUSION

- [67] The Tenant Application is allowed in part.
- [68] The Landlord will pay the Tenants \$334.50 by the timeline below.
- [69] The Landlord Application is denied.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenants \$334.50 by August 30, 2026.

DATED at Charlottetown, Prince Edward Island, this 31st 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.