

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 and compensation for the Landlord’s alleged breach of the *Act* and devaluation of the tenancy agreement, in the total amount of \$1,520.00.

BACKGROUND

- [3] The Unit is a three-bedroom, two-bathroom rental unit in an over-under duplex (the “Residential Property”) owned by the Landlord.
- [4] On July 30, 2021 the parties entered into a written, one-year fixed-term tenancy agreement. At the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of \$1,719.00 is due on the first day of the month. The Tenant paid the Landlord a \$1,600.00 security deposit at the beginning of the tenancy.
- [5] On February 13, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking repairs and compensation for the Landlord’s alleged breach of the *Act* and devaluation of the tenancy agreement (the “Application”).
- [6] On June 9, 2026 the Rental Office issued to the parties notice of a tele-hearing scheduled for July 21, 2026.
- [7] On July 7, 2026 the Rental Office e-mailed the parties an evidence package, which included a 58-page PDF, which contained 9-video hyperlinks and a 5-page PDF.
- [8] On July 21, 2026 the Tenant, the Landlord’s representative (the “Representative”) and the Landlord’s witness (the “Witness”) participated in the hearing. The parties confirmed that they received the evidence package and also confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

- [9] The Landlord must pay the Tenant \$266.16 by the timeline below.

ISSUE

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

ANALYSIS & FINDINGS

- [10] 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.
- [11] The Tenant’s claims are listed as follows:
 - 1. Shared hot water supply;
 - 2. Shared heating system and thermostat control;
 - 3. Shared air exchange and ventilation;
 - 4. WIFI router location; and
 - 5. Breach of quiet enjoyment due to noise.

[12] Clauses 22 and 28(1) of the Act state:

A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

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.*

[13] In Order LR24-68 the Island Regulatory and Appeals Commission (the "Commission") commented that rental adjustment amounts in situations where the Tenant is able to remain living in a rental unit is a subjective assessment.¹

Shared hot water supply

[14] During the hearing, the parties agreed that the water heaters were repaired on February 23, 2026.

[15] The Tenant stated that from January 6, 2026 to February 23, 2026 she did not have access to consistent or reliable hot water, which is an included service in the tenancy agreement.

[16] The Tenant stated that, despite the Landlord sending a repair person over quickly, the overall repairs of the hot water tank took a long time. The Tenant stated that she had to go elsewhere from the Unit to bathe and get access to hot water.

[17] The Tenant stated that she is seeking a rent abatement for the period from January 6, 2026 to February 23, 2026. The Tenant stated that the amount requested is about 50% of the rent over this period of time.

[18] The Representative stated that after receiving the Tenant's complaint about the hot water, a plumber was sent to the Unit. The hot water issue was quickly investigated, however, there were professional delays outside of the Landlord's control.

[19] The Witness stated that she also investigated the hot water issue once the plumber was unable to fix it on the first visit.

[20] I have reviewed the parties' evidence. There is no dispute that hot water is an included service in the tenancy agreement. There is also no dispute that from January 6, 2026 to February 23, 2026 there was an issue with the hot water tanks inside the Residential Property. This resulted in the Tenant having inconsistent and, at times, no hot water in the Unit and having to go elsewhere to bathe and access hot water.

[21] The hot water issue was resolved on February 23, 2026 and the Tenant has not had any complaints regarding the hot water since it was repaired.

[22] The Tenant is seeking a 50% rent abatement for the period of time she did not have hot water, which devalued the tenancy agreement.

¹ *Mary Mermuys and Chris Mermuys v. Santanna McQuillan*, 2024 PEIRAC 66. Para. 19.

- [23] In Order LR23-60 the Commission made the following comments about delays from professionals stating in part:

*"The Commission is mindful of the delays experienced by homeowners and landlords seeking to install a new roof due to the demands on those involved in the construction industry in Prince Edward Island."*²

- [24] I note that the Commission also discussed similar delays within the construction industry in Order LR23-24, paragraph 12.

- [25] I find that there was a devaluation of the tenancy agreement due to the lack of hot water for the period between January 6, 2026 and February 23, 2026. However, I also find that the Tenant's 50% rent abatement request is not supported by the evidence after a subjective assessment.

- [26] Clauses 85(1)(e) and (i) of the Act state:

After hearing an application, the Director may make an order

- (e) directing that past or future rent shall be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement; and*
- (i) directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the tenancy agreement, and authorizing the tenant to offset that amount against future rent.*

- [27] I find that the lack of reliable and consistent hot water in the Unit was an inconvenience and devalued the tenancy agreement. Despite the Tenant going 48 days without reliable and consistent hot water in the Unit, I find that the Landlord did make quick and reasonable efforts to repair the issue.

- [28] After considering the circumstances, including the Landlord's efforts and professional delays, as well as the Tenant's inconvenience and the resulting devaluation of the tenancy, I find that the Tenant is entitled to \$266.16, calculated as follows:

- The daily rent is \$55.45. I find that a 10% deduction is appropriate, which is \$5.55. For the period of time of January 6, 2026 to February 23, 2026 that is 48 days, this amounts to \$266.16 (\$5.55 multiplied by 48 days).

- [29] This claim is allowed in part.

Shared heating system and thermostat control

- [30] The Tenant stated that the primary heat source for the Residential Property is an in-floor heating system that services both rental units. However, the thermostat controlling this shared system is located inside the Unit.

- [31] The Tenant stated that both rental units also have heat pumps, but the heat pump inside the other rental unit is not working. The Tenant stated that she is regularly asked by the other tenants to adjust the heating. The Tenant stated that this has placed the responsibility on her to regulate the heat for the entire Residential Property and interferes with her exclusive use and control over the Unit.

- [32] The Tenant stated that she wants the Landlord to assume responsibility for heating the other rental unit, including replacement of the other rental unit's heat pump or install an independent heating system.

² *MacDonald Construction Ltd. v. Brianna Gordon and Clint McMurray*, 2023 PEIRAC 32, para. 18.

- [33] The Representative stated that the other rental unit's heat pump did break in the late-Winter months. The Representative stated that this is an issue that needs to be addressed and did not dispute the Tenant's testimony.
- [34] The Representative stated that the Landlord is actively sourcing quotes for a separate heat source for the other rental unit.
- [35] The Representative stated that after receiving the Tenant's complaints, temporary measures were put into place.
- [36] The Witness stated that in February 2026, the other tenants were given space heaters as a temporary heating fix. The Witness stated that the Landlord is awaiting the professionals to install the new heat pump for the other rental unit.
- [37] I have reviewed the parties' evidence. I find that the Tenant brought a genuine complaint to the Landlord, and that the Landlord took reasonable steps to address it. I accept the Landlord's evidence that a temporary fix is in place and that a more permanent fix is in the process.
- [38] I find that the Landlord must take meaningful steps to provide the Residential Property a reliable heating source, which does not interfere with the Tenant's exclusive use of the Unit. I find that this is already in the process of being done.
- [39] The evidence provided by the parties does not warrant any compensation, rent adjustment or repair order at this time.

Shared air exchange and ventilation

- [40] The Tenant stated that the air exchange system is shared between rental units. The Tenant stated that cooking odors from the other rental unit enter the Unit, which negatively impact the Tenant's enjoyment of the Unit.
- [41] The Representative stated that the Residential Property is an older duplex, which relies on shared ductwork. The Representative stated that the Landlord is actively looking at options to address the shared ductwork at the Residential Property. The Landlord has sought professional opinions, however, many of the suggestions are costly and would require significant renovations. The Representative stated that the Landlord is working in good faith to find a solution to the Tenant's complaint.
- [42] I have reviewed the parties' evidence. I find that the Landlord must take meaningful steps to provide the Residential Property with a solution to the air exchange and ventilation system.
- [43] The evidence provided by the parties does not warrant any compensation, rent adjustment or repair order at this time.

WIFI router location

- [44] I find that the Tenant's complaint is established on the evidence. The parties agreed that the router's location is an ongoing issue.
- [45] The Landlord offered two solutions to the Tenant's complaints. The parties agreed to the following resolution:

"The Landlord will make efforts to have the internet company move the router location for the router servicing the other unit. In this instance, the Tenant will still need to be amenable to service people entering her unit with required notice to service the utilities that are within the entry-way."

- [46] I find that this is a reasonable solution to the Tenant's complaint. The parties must work together to achieve this resolution.

Breach of quiet enjoyment due to noise

- [47] The Tenant stated that since the tenants in the other rental unit moved into the Residential Property on January 1, 2026, there are regular noise disturbances. The Tenant stated that it is excessive nightly noise that has negatively impacted her sleep.
- [48] The Tenant described the noises as heavy foot traffic, running and jumping, thumping, furniture moving, loud music, yelling and screaming from children. The Tenant submitted videos showing the noise at different periods over the past several months.
- [49] The Tenant stated that she has complained to the Landlord on different occasions about the noise, which has negatively impacted her sleep, her child's sleep and school performance.
- [50] The Tenant stated that she does not want to see the other tenants evicted. The Tenant stated that she just wants the excessive noise to stop so she can properly sleep.
- [51] The Tenant stated that in order to get a good night sleep, she left the Unit and slept elsewhere for 19 nights between January 17, 2026 and June 18, 2026.
- [52] The Tenant stated that the Landlord's failure to remediate the noise issue has breached the Tenant's right to quiet enjoyment. The Tenant is seeking a rent rebate due to the breach of quiet enjoyment from January 1, 2026 to the hearing date.
- [53] The Representative stated that the Residential Property is an older duplex. The Representative stated that while newly constructed or majorly renovated buildings must meet the *Sound Transmission Class* requirements of the National Building Code, Prince Edward Island has no retroactive sound dampening laws for older rentals.
- [54] The Representative stated that to attempt to do any renovations would be costly and is not financially feasible at this time.
- [55] The Representative stated that the Landlord takes the Tenant's complaints seriously and that the Witness has had conversations with the other tenants regarding the excessive noise complaints. The Representative stated that written warnings have been given to the other tenants as well.
- [56] The Representative provided context about the other tenants in the Residential Property being an immigrant family with young children with special needs.
- [57] The Representative stated that there are human rights considerations that the Landlord must take into account when determining what steps to take against the other tenants. The Representative stated that the Landlord does not want to evict the other tenants either.
- [58] The Representative stated that the Landlord has acted reasonably and in good faith in dealing with the Tenant's complaints.
- [59] I have reviewed the parties' evidence. I note that this particular case provides a difficult challenge between balancing the Tenant's right to quiet enjoyment, and the Landlord's efforts to remediate the access noise complaints.
- [60] I accept the Tenant's evidence that she has genuine complaints of excessive noise during the early-mornings. I also accept that the Landlord has taken genuine steps to address the Tenant's complaints.

- [61] The evidence presented establishes that neither party wants to pursue or see an eviction of the other tenants, which is a possible remedy to the noise complaints. I agree with the parties that evictions should always be the last step in any dispute.
- [62] I also accept the Landlord's evidence that they have warned the other tenants, and that renovations are financially not feasible for the Residential Property at this time.
- [63] In this case, despite the Tenant's loss of quiet enjoyment, I find that the Landlord has made reasonable efforts to attempt to correct the complaint. I find that compensation or rent abatement is not warranted at this time.
- [64] However, if the excessive noise continues, negatively affecting the Tenant, then the Landlord may need to seriously consider serving an eviction notice to the other tenants for disturbing others in the Residential Property.

CONCLUSION

- [65] The Application is allowed in part.
- [66] The Landlord must pay the Tenant \$266.16 by the timeline below.
- [67] The Landlord must take meaningful steps to provide the Residential Property a reliable heating source, which does not interfere with the Tenant's exclusive use of the Unit.
- [68] The Landlord must take meaningful steps to provide the Residential Property with a solution to the air exchange and ventilation system.
- [69] The Landlord will make efforts to have the internet company move the router location for the router servicing the other unit. In this instance, the Tenant will still need to be amenable to service people entering her unit with required notice to service the utilities that are within the entry-way.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant \$266.16 by September 17, 2026.

DATED at Charlottetown, Prince Edward Island, this 17th day of August, 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.