

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant seeks an Order for compensation and repairs based upon the Unit's condition.

BACKGROUND

- [3] The Unit is a one-bedroom, one-bathroom apartment in a twenty-one unit building (the "Residential Property").
- [4] The Tenant and the former owner entered into a written, fixed-term tenancy agreement from September 1, 2023 to August 31, 2024 which continued as a monthly tenancy. The Tenant paid a security deposit of \$665.00 before moving in. Rent in the original amount of \$665.00 was due on the first day of the month.
- [5] In November of 2023 the Landlord purchased the Residential Property and the tenancy continued.
- [6] On January 1, 2025 the Unit's rent increased to \$679.81 and on January 1, 2026 the Unit's rent increased to \$693.41.
- [7] On March 26, 2026 the Tenant raised concerns with the Department of Environmental Health ("Environmental Health") regarding the Unit's shower and a window.
- [8] On May 13, 2026 Environmental Health issued a letter (the "Environmental Health Letter") requiring the Landlord to repair or replace the Unit's shower and a window by June 6, 2026.
- [9] On June 11, 2026 the Tenant filed with the Rental Office and served the Landlord with a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") seeking compensation and repairs based upon the Unit's condition.
- [10] On August 5, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for September 29, 2026.
- [11] On September 14, 2026 the Rental Office extended the evidence submission timeline.
- [12] On September 21, 2026 the Rental Office issued to the parties a 45-page PDF evidence package.
- [13] On September 29, 2026 the Tenant and the Landlords' three representatives (the "Representatives;" including the "Property Manager") participated in the tele-hearing. The parties confirmed that they received the evidence package and that they were not aware of anything missing that was previously submitted to the Rental Office for this dispute. During the hearing the Tenant reduced his claim from twelve months' rent to eleven months' rent.

DISPOSITION

- [14] I find that the Landlord must pay the Tenant the amount of \$375.06 by the timeline below.
- [15] The Landlord must remove any remaining shower repair related cardboard boxes from the Residential Property's hallway by the timeline below.
- [16] The Landlord must investigate the Unit's bedroom and living room window screens and make any necessary repairs by the timeline below.

ISSUE

- A. Must the Landlord compensate the Tenant regarding the Unit's shower and window? Must the Landlord remove cardboard from the Residential Property's hallway and investigate the bedroom and living room window screens?

ANALYSIS

- [17] The Tenant seeks compensation from the Landlord for eleven months' rent. The Landlord disputes that the Tenant should be paid compensation.
- [18] Based upon the evidence presented, I find that on July 22, 2025 the Tenant noticed that the bathroom's shower wall had started to cave and collapse. The Tenant immediately made the Landlord aware of the shower issue when the Tenant text-messed and telephoned the Property Manager on July 22, 2025.
- [19] The Tenant provided a timeline of follow-up repair requests. I find that the Tenant made additional repair requests to the Landlord on the following dates/month:
- August 4, 2025
 - November 2025
 - January 12, 2026
 - March 26, 2026
 - May 16, 2026
- [20] The Tenant also raised repair concerns to Environmental Health on March 26, 2026 which led to the issuance of the Environmental Health Letter on May 13, 2026. The Landlord was required to complete the shower and window repairs by June 6, 2026. The Environmental Health Letter also stated in part:
- "The landlord was informed of the reported concerns by email on April 22, 2026. No response was returned by the landlord as of the date of this letter."*
- [21] At the hearing the Representatives were uncertain regarding the details of whether the Landlord had requested an extension of the Environmental Health Letter's June 6, 2026 timeline.
- [22] The Landlord's evidence is that repairs were attempted earlier but the Landlord was unable to access the Unit on the following specified dates:
- April 24, 2026
 - May 15, 2026
 - May 18, 2026
 - May 25, 2026
 - June 1, 2026
- [23] The Landlord's evidence is that repair persons knocked on the Unit's door to gain access for the repairs but the Tenant did not respond. The Property Manager stated that there are about 350 rental units to manage and a large volume of repair requests are received.
- [24] The Tenant stated that due to health conditions the Tenant is not always able or available to answer the Unit's door right away.
- [25] It is unclear to me whether the Tenant was in the Unit on the Landlord's attempted repair dates.

- [26] Ideally landlords and tenants will attempt to work out a suitable time where the rental units will be accessed with the tenants' permission. This is a proper form of access under subsection 23(a) of the *Act*.
- [27] The Landlord did not submit documentation such as text-messages or emails directly with the Tenant where the Landlord attempted to arrange for a suitable time that the Landlord could access the Unit. The Tenant stated that the Landlord did not contact him by phone or email to arrange for the repairs.
- [28] Furthermore, I note that the Landlord did not need to have the Tenant's permission to access the Unit for the repairs.
- [29] The Landlord could have provided at least twenty-four hours written notice to the Tenant under subsection 23(b) and the Landlord could have properly accessed the Unit for the repairs. The Landlord ultimately provided written notice for the repairs on June 16, 2026.
- [30] On June 18, 2026 the Landlord accessed the Unit and repaired the shower and the window.
- [31] The parties dispute whether the Landlord should compensate the Tenant and the amount of compensation.
- [32] Subsections 28(1) and (2) of the *Act* address the Landlord's obligation to maintain the Unit, stating as follows:
- (1) 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.
- (2) For greater certainty, subsection (1) applies despite the tenant's knowledge of the state of repair of the residential property prior to entering into the tenancy agreement.
- [33] I find that the Landlord's duty to repair the Unit included repairing the shower and the window. It took an extensive amount of time for the Landlord to complete the repairs. I find that the shower and the window damage devalued the tenancy and compensation is supported under clause 85(1)(e) of the *Act*.
- [34] This is not a case where the Tenant received no benefit from the Unit while it was damaged. I find that a full return of rent is unsupported.
- [35] I note that the tenancy agreement includes the living accommodation, services and facilities provided to the Tenant. The Unit is a one-bedroom, one-bathroom apartment. The services and facilities include heat, water, hot water, cooking stove, refrigerator, washer (coin operated), dryer, (coin operated), janitorial service for common areas, parking, snow removal, grass cutting, appliances, garbage and realty tax.
- [36] The Tenant was still able to use the bathtub and the bathtub's hot and cold water continued to operate. I find that the Tenant received most of what the Tenant was supposed to receive under the tenancy agreement and only limited compensation is supported.

- [37] In these circumstances, I find that the shower and window damage supports a 5.0% return of rent for the period of July 22, 2025 to June 18, 2026, in the amount of \$375.06, calculated as follows:

Compensation	
Period	Amount
July 22 to 31, 2025 (10 days)	\$10.96
August to December 2025 (5 months)	\$169.95
January to May 2026 (5 months)	\$173.35
June 1 to 18, 2026 (18 days)	\$20.80
Total	\$375.06

- [38] The Tenant provided photographs showing cardboard boxes from the Unit's bathroom repair remaining in the Residential Property's hallway. The Tenant also provided testimony regarding the Unit having bent and broken window screens.
- [39] I find that the Landlord must remove any remaining cardboard boxes from the Residential Property's hallway by the timeline below. The Landlord must investigate the bedroom and living room window screens and make any necessary repairs by the timeline below. At this time, these two matters do not support a compensation claim.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant the amount of \$375.06 by November 9, 2026.
2. The Landlord must remove any remaining shower repair related cardboard boxes from the Residential Property's hallway by October 16, 2026.
3. The Landlord must investigate the Unit's bedroom and living room window screens and make any necessary repairs by November 9, 2026.

DATED at Charlottetown, Prince Edward Island, this 8th day of October, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.