INTRODUCTION

[1] This decision addresses an application the Tenant filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").

[2] The Tenant seeks a return of rent totalling $4,061.87 because the Landlord failed to repair the Unit and with a Department of Environmental Health letter (the "Health Letter").

BACKGROUND

[3] The Unit is an apartment in a multi-unit building (the "Residential Property").

[4] The parties entered into a written, fixed-term tenancy agreement from June 1, 2024, to May 31, 2025. The tenancy agreement then continued on a monthly basis. The Tenant paid a $1,128.00 security deposit at the beginning of the tenancy. Rent is $1,177.02 due on the first day of the month.

[5] On June 5, 2026, Environmental Health ("E.H.") sent the Health Letter to the Landlord and the Tenant.

[6] On June 30, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* seeking a determination that the Landlord failed to maintain the Unit, a return of rent of $4,061.87, and to refund to the Tenant the Landlord's 2026 rent increase (the "Application"). The Tenant served a copy of the Application electronically.

[7] On August 5, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for September 24, 2026 at 9:00 a.m.

[8] On August 17, 2026, the Rental Office emailed the parties a notice of a rescheduled tele-hearing for September 24, 2026 at 1:00 p.m.

[9] On September 8, 2026, the Rental Office shared two Tenant videos and a 53-page PDF (the "Evidence Package") with the parties via TitanFile.

[10] On September 14 and 15, 2026, the Tenant shared additional evidence with the Rental Office and the Landlord (the "Tenant's Supplementary Evidence").

[11] On September 17, 2026, the Landlord's representative (the "Representative") requested a postponement to the September 24, 2026 tele-hearing.

[12] On September 21, 2026, the Rental Office emailed the parties a second notice of a rescheduled tele-hearing for October 6, 2026.

[13] On October 6, 2026, the Tenant joined the tele-hearing. I emailed and telephoned the Representative but received no response. The Tenant agreed to reschedule the hearing to October 7, 2026.

[14] On October 6, 2026, the Rental Office emailed the parties a third notice of a rescheduled tele-hearing for October 7, 2026.

[15] On October 7, 2026, the Tenant, the Representative, and the Landlord's witness (the "Witness") joined the tele-hearing. The parties confirmed that all evidence they had submitted to the Rental Office was included in the Evidence Package and in the Tenant's Supplementary Evidence.

[16] After the hearing, both parties submitted additional evidence which was shared with the other party and added to the record.

DISPOSITION

[17] The Landlord must pay the Tenant $1,056.17 by the timeline below.

[18] The Landlord must continue to follow the requirements in the Health Letter until all requirements are completed.

[19] The Tenant's additional monetary claims are denied.

ISSUE

A. Must the Landlord compensate the Tenant for non-compliance with the Act and refund the amount the Tenant paid for the 2026 allowable annual rent increase?

EVIDENCE

The Tenant's evidence and submissions are as follows.

[20] The Tenant stated she emailed the Landlord on January 12 and 28, 2026, to report a rodent infestation in the Unit. On January 28, 2026, the Landlord told her the Residential Property owner's approval was needed to treat the rodent infestation.

[21] The Tenant stated there was no follow-up regarding the rodent infestation. On March 31, April 3, and April 6, 2026, she messaged the Landlord, and on March 31 and April 2, 2026, she called the Landlord's emergency line reporting a rodent infestation in her Unit. On April 7, 2026, the Representative messaged the Tenant stating that the Landlord had "received clearance" to proceed with an assessment and necessary repairs regarding the rodent infestation.

[22] The Tenant stated the Witness attended the Unit on April 7 and April 10, 2026, to treat for rodents. The Tenant showed the Witness a hole in the Unit, but the Witness did not seal it. The Tenant stated that the Witness never returned to the Unit after April 10, 2026.

[23] On April 11, 2026, the Tenant messaged the owner of the Residential Property to complain about the rodent infestation. On April 13, 2026, the Tenant messaged the Landlord to request a follow-up on the rodent infestation, but the Landlord did not respond.

[24] On May 22, 2026, the Tenant reported the rodent infestation to E.H. On June 5, 2026, E.H. sent the Health Letter to the Landlord and the Tenant, which required the Landlord to take action on the following before June 19, 2026:

- *If not already completed, the building must be assessed by a professional pest control company. All recommendations for pest management made by the pest control company are to be implemented including extermination, elimination of entry points and nesting areas.*
- *Ensure exterior openings in the dwelling be sealed to prevent entry to pests.*
- *Follow up monitoring of the rental unit for rodent activity.*
- *Retain all reports from the pest control company following on-site visits for a period of 6 months and those reports are to be made available to Environmental Health should they be requested.*

[25] The Tenant stated that on June 17, 2026, she notified E.H. that the Landlord did not follow up with her or attend the Unit. The Tenant testified that she was unsure if the Landlord took action on the items respecting the rest of the Residential Property. The Tenant stated E.H. advised her to file an application with the Rental Office.

[26] The Tenant disputed the Landlord's evidence that the pest company, Truly Nolan, treated for rodents when it treated the Unit for cockroaches on January 15 and 30, 2026. The Tenant also disputed the Landlord's evidence that the Witness attended the Unit on January 22, 2026, to inspect or treat for rodents.

Post-hearing

[27] On October 12, 2026, the Tenant messaged the Rental Office, stating that the Representative and the Witness inspected the Unit that day. The Tenant's message requested that the Landlord pay to remove her contaminated couch and pay for a "biohazard cleaning" of the Unit. The Tenant also requested an additional three months of compensation, equal to half of each month's rent, since filing the Application.

[28] On October 13, 2026, the Tenant messaged the Rental Office, stating that the Landlord sealed the holes in the Unit that day.

The Landlord's evidence and submissions are as follows.

[29] The Representative stated that on January 9, 2026, Truly Nolan recommended that the Landlord treat the Residential Property for rodents and cockroaches. The Representative stated that Truly Nolan treated the Unit for both rodents and cockroaches on January 15 and 30, 2026. The Representative also submitted evidence stating that the Landlord decided to use the Witness to treat for rodents instead of Truly Nolan, as the Witness is the Landlord's "in-house service" for pest treatments.

[30] The Representative submitted copies of the Witness's notes and photographs regarding the Landlord's pest control treatment of the Residential Property. The Representative stated that the Witness started the pest control treatment at the Residential Property on January 22, 2026. The Witness's notes for that day state:

> "*Completed inspection of all units on property. Evidence of mice found in* [unit 4] *traps set also traps set in* [unit 3] *as they had the initial complaint.* [The Unit] *and* [unit 3] *both had live cockroaches seen in glue boards.* [Unit 4] *refused entry asked me to come back later*."

[31] The Representative stated the Witness's notes show he attended the Residential Property six times in February, four times in March, three times in April, once in May, once in June, twice in August, and once in September 2026 to treat for rodents.

[32] The Representative stated that from the end of January to the end of March 2026, the Tenant did not notify the Landlord of any rodent issues. The Representative stated that from the end of March to mid-April 2026, the Tenant attempted to contact the Landlord only once to report a rodent issue.

[33] The Witness testified that he attended the Unit on April 7 and 10, 2026, and treated for rodents. He did not seal the hole in the Unit because sealing it would have prevented him from treating for rodents, as it would have trapped them in the walls. The Witness stated he returned to the Unit on April 12, 2026, and knocked on the door, but no one was home. The Witness stated he had not returned to the Unit since April 12, 2026.

[34] The Representative stated that on June 5, 2026, the Landlord received the Health Letter, which required action by June 19, 2026. The Landlord had already been treating for pests and notified E.H. of their treatment plan, which has been ongoing since January 2026.

Post-hearing

[35] On October 12, 2026, the Representative messaged the Rental Office stating that he and the Witness inspected the Unit. The Representative stated the Tenant had not cleaned the Unit of rodent feces or spoiled food. The Representative stated the Landlord should not have to pay to clean the Tenant's couch or Unit.

ANALYSIS & FINDINGS

[36] When a party makes an application to the Rental Office, the onus is on that party to support their application with clear, convincing and cogent evidence. In this case, the burden of proof lies with the Tenant, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.

[37] The Tenant seeks a determination that the Landlord failed to maintain the Unit, compensation of $4,061.87, and a refund of the 2026 allowable annual rent increase.

[38] Section 28 of the Act requires a landlord to provide and maintain residential premises in a good state of repair, comply with all applicable health, safety, housing, and maintenance standards, and be suitable for habitation. 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.*

[39] Clauses 9(a) and (c) of the *Public Health Act Rental Accommodation Regulations* (the "Health Regulations") provide more detailed requirements, stating as follows*:*

> *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.*

[40] For the following reasons, I find that the Tenant has established that the Landlord failed to comply with its obligations under the Act, the Health Regulations, and the Health Letter.

[41] The evidence establishes that the Tenant first notified the Landlord of a rodent infestation in the Unit on January 12, 2026. The Representative submitted that Truly Nolan treated for rodents in January 2026, but later provided contradictory evidence stating that on January 22, 2026, the Witness inspected the Residential Property for rodents. However, the Tenant stated that neither Truly Nolan nor the Witness inspected or treated the Unit in January 2026.

[42] I find that there was no evidence that the Landlord provided the Tenant with a written 24-hour notice of inspection for January 22, 2026, or that the Tenant gave the Landlord or Witness permission to inspect the Unit on that date. Because the evidence is insufficient and contradictory, I cannot determine whether the Witness inspected the Unit on January 22, 2026. Additionally, I find insufficient evidence to establish that Truly Nolan treated the Unit for rodents in January 2026.

[43] Notwithstanding the parties' contradictory evidence regarding the Unit's alleged January 2026 rodent inspections or treatments, the evidence establishes that the Tenant notified the Landlord on January 28, March 31, April 2, April 3, and April 6, 2026, reporting a rodent infestation in her Unit.

[44] However, despite these reports, the evidence shows that the Landlord inspected and treated other rental units and areas in the Residential Property for rodents but did not attend the Unit or follow up with the Tenant until April 7, 2026, after the Landlord had "received clearance" from the Residential Property's owner.

[45] The evidence establishes that the Witness attended the Unit on April 7 and 10, 2026, to treat for rodents. No evidence shows the Witness or the Landlord contacted the Tenant after April 10, 2026, to follow up on the rodent infestation. The Witness stated he attended the Unit on April 12, 2026, but no one was home.

[46] On May 22, 2026, the Tenant reported the rodent infestation to E.H., and on June 5, 2026, E.H. issued the Health Letter. Although a Representative's post-hearing email to the Tenant stated that the Health Letter "*states nothing about your unit*," I find that the Health Letter clearly references the Unit's address twice. Additionally, the Health Letter specifically addresses two requirements for the Unit, namely:

- *Ensure exterior openings in the dwelling be sealed to prevent entry to pests.*
- *Follow up monitoring of the rental unit for rodent activity.*

[47] I find that the evidence establishes that, after receiving the Health Letter, the Landlord failed to comply with its Health Letter requirements respecting the Unit until the holes in the Unit were sealed on October 13, 2026.

[48] I note that, despite the Landlord's non-compliance regarding the Unit, the evidence establishes that the Landlord complied with its obligations under the Act, the Health Regulations, and the Health Letter, respecting the rodent infestation in the rest of the Residential Property, apart from the Unit.

Compensation

[49] Where a landlord fails to comply with obligations imposed by the Act, a tenant may, under section 85, claim compensation or a reduction in rent where the tenant has experienced a loss of use, diminished enjoyment of the rental unit, or a reduction in the value of the tenancy.

[50] I find that the Landlord's non-compliance negatively affected the Tenant's use and enjoyment of the Unit from January 12, 2026, when the Tenant first reported the rodent infestation to the Landlord, to October 13, 2026, when the Landlord sealed the holes in the Unit as required by the Health Letter.

[51] Despite the Witness attending the Unit on April 7 and 10, 2026, I find that these two pest treatments, without reasonable follow-up inspections or treatment, did not satisfy the Landlord's obligations under the Act or the Health Regulations.

[52] I make no finding at this time regarding the Health Letter's requirement to "*Follow up monitoring of the rental unit for rodent activity"* after October 13, 2026.

[53] In Order LR26-26, the *Island Regulatory and Appeals Commission* (the "Commission") determined a similar matter. In that matter, the Commission found that a landlord failed to comply with its obligations under the Act and with an Environmental Health letter regarding a rodent infestation. The Commission found that the tenant experienced a reduction in the value of the tenancy during the relevant period and awarded the tenant a 10.0% rent abatement for the period during which the landlord failed to comply with his obligations.

[54] In this case, I am satisfied that the Tenant experienced a reduction in the value of the tenancy during the relevant period because the Landlord failed to address the rodent infestation under the Act and the Health Letter. Accordingly, I find that a 10.0% return of the Unit's monthly rent from January 12, 2026 to October 13, 2026, is reasonable in these circumstances.

[55] This claim is allowed in part. My calculations are as follows:

Return of rent	Amount
Pro-rated January 2026: ($1,153.94 / 31 days x 20 days) x 10.0%	$74.45
February to May 2026: $1,153.94 x 10.0% = $115.39 x 4 months	$461.56
June to September 2026: $1,177.02 x 10.0% = $117.70 x 4 months	$470.80
Pro-rated October 2026: ($1,177.02 / 31 days x 13 days) x 10.0%	$49.36
Total	**$1,056.17**

2026 2.0% rent increase

[56] Regarding the Tenant's request to refund the Unit's 2.0% allowable annual rent increase for 2026, I find that this claim is denied. The evidence establishes that the Landlord complied with Part 3 of the Act regarding the Unit's 2.0% rent increase for 2026. Additionally, I find that compensation equivalent to a 10.0% return of the Unit's monthly rent during the relevant period is a reasonable remedy in the circumstances.

Cleaning

[57] Regarding the Tenant's post-hearing request that the Landlord remove her couch and clean the Unit, I note that the Tenant did not make these requests until after the tele-hearing, and they were not part of the Application. I find it would be procedurally unfair to make a finding on these matters at this time, as the Landlord did not have a fair opportunity to prepare for them or to address these claims during the tele-hearing (see Commission Order LD26-06).

CONCLUSION

[58] The Application is allowed in part.

[59] The Landlord must pay the Tenant $1,056.17 by the timeline below.

[60] The Landlord must continue to follow the requirements in the Health Letter until all requirements are completed.

[61] The Tenant's additional monetary claims are denied.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant $1,056.17 by November 30, 2026.

2. The Landlord must continue to follow the requirements in the Environmental Health Letter until all requirements are completed.

DATED at Charlottetown, Prince Edward Island, this 30th day of October, 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.