INTRODUCTION

[1] This decision addresses an application that the Tenant filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

[2] The Tenant is seeking a monetary order against the Landlord for a parking fee and maintenance, in the amount of $176.48.

BACKGROUND

[3] On May 1, 2018 the Tenant and the former owner entered into a written, fixed-term tenancy agreement. At the end of the fixed-term it continued on a monthly basis. Rent is $882.42 due on the first day of the month. The Tenant paid a $766.00 security deposit at the beginning of the tenancy.

[4] The Unit is a two-bedroom, one-bathroom rental unit in a 12-unit building (the "Residential Property"). The Landlord purchased the Residential Property in 2023 and the tenancy continued.

[5] On July 16, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking a return of rent for a parking fee and maintenance (the "Application").

[6] On or about September 1, 2026 the Landlord sold the Residential Property.

[7] On September 1, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 13, 2026 along with a copy of the Application.

[8] On October 1, 2026, the Rental Office sent the parties a 33-page PDF evidence package.

[9] On October 13, 2026 the Tenant participated in the tele-hearing. The Landlord did not have a representative participate. I telephoned and e-mailed the Landlord the hearing details and a copy of the evidence package but received no response. After ten minutes the hearing proceeded in the Landlord's absence.

[10] Four pages were missing from the evidence package. The four pages were the written submissions attached to the Application. Despite not being included in the evidence package, the Landlord received these four pages when the Application was e-mailed on July 16, 2026. The four pages are included in the evidentiary record.

DISPOSITION

[11] Parking is an already included service or facility under the tenancy agreement. The Landlord was not permitted to charge the Tenant an additional parking fee.

[12] The Landlord must pay the Tenant $176.48 by the timeline below.

ISSUE

A. Is the Tenant entitled to compensation for a parking fee and maintenance?

ANALYSIS

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

[14] The terms "rent," "services or facility," and "tenancy agreement" are defined terms under section 1 of the *Act*, stating as follows:

> *(n) "rent" means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities, but does not include*
> *(i) a security deposit, or*
> *(ii) a fee prescribed under clause 107(1)(j);*
>
> *(s) "service or facility" means any service or facility that is provided or agreed to be provided by the landlord to the tenant of a rental unit, including but not limited to*
> *(i) appliances and furnishings,*
> *(ii) utilities and related services,*
> *(iii) cleaning and maintenance services,*
> *(iv) parking spaces and related facilities,*
> *(v) cable or satellite television facilities,*
> *(vi) internet facilities,*
> *(vii) laundry facilities,*
> *(viii) storage facilities,*
> *(ix) elevator,*
> *(x) common recreational facilities,*
> *(xi) intercom systems,*
> *(xii) garbage facilities and related services,*
> *(xiii) heating facilities or services,*
> *(xiv) housekeeping services, and*
> *(xv) snow removal and related services;*
>
> *(w) "tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and the provision of services and facilities.*

[15] I have reviewed the evidence presented and I find that the Tenant's claims are established.

[16] Regarding the parking, I find that parking was already an included service or facility under the tenancy agreement. On June 30, 2026, the Landlord altered the parking arrangements at the Residential Property, requiring all second vehicles to register and be paid for, under a third-party service. The Tenant's direct evidence was that for the majority of the tenancy he had two parking spots occupied with two vehicles.

[17] The Tenant stated that the Landlord breached the tenancy agreement and the *Act* and is seeking 10% return of rent due to the inconvenience of the breach. The Tenant stated that he did not pay an additional parking fee to the Landlord, but did have to register under a third-party mobile app.

[18] For the reasons above, I find that the Tenant is entitled to compensation for the inconveniences of the Landlord's breach of the tenancy agreement and the *Act* under clause 85(1)(i). I accept the Tenant's 10% return of rent for 1-month as a proportionate award in these circumstances.

[19] Regarding the maintenance, I find that the Tenant's direct evidence establishes that there was insufficient general maintenance and communication surrounding the Tenant's complaints to the Landlord.

[20] The Tenant is seeking 10% return of rent due to the Landlord's failure to complete general maintenance and to reasonably communicate with the Tenant regarding the maintenance complaints. The Tenant stated that the Residential Property had a pest infestation and garbage issue, which the Landlord did not properly address during the Summer of 2026.

[21] The Tenant stated due to the Landlord's delays, he cleaned the garbage and dumpster area himself. The Tenant stated that the Unit also has smoke detector issues, which he has brought to the Landlord's attention numerous times.

[22] I find that the Tenant has established a valid claim against the Landlord for failure to properly repair and maintain the Unit and the Residential Property as required under subsection 28(1) of the *Act*.

[23] I find that the Tenant is entitled to compensation for the inconveniences and general devalue of the tenancy. I accept the Tenant's 10% return of rent for 1-month as a proportionate award in these circumstances.

[24] The Application is allowed. The Landlord must pay the Tenant $176.48 (20% of the rent) by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant $176.48 by December 16, 2026.

DATED at Charlottetown, Prince Edward Island, this 16th day of November, 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.