



**Date Issued:** December 20, 2023  
**Dockets:** LR23113 and  
LR23115  
**Type:** Rental Appeal

INDEXED AS: Logan Costain v. Yacoub Sidding Abdallah  
Order No: LR23-81

**BETWEEN:**

Logan Costain

**Appellant**

**and Respondent by Cross-Appeal**

**AND:**

Yacoub Sidding Abdallah

*[also known as Yacoub Siddig Abdallah, Seddric Abdll, Yacoub Seddric, Sedrik  
Abdo]*

**Respondent**

**and Appellant by Cross-Appeal**

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## ORDER

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Panel Members:

Kerri Carpenter, Commissioner  
M. Douglas Clow, Vice-Chair

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

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Commission Clerk

Corporate Services and Appeals

## 1. INTRODUCTION

1. These appeals were heard by the Commission on December 19, 2023, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that a tenant pay 50% rent for the months of October and November 2023 (Docket LR23113) and that a landlord is responsible to remediate a residential property and reducing the monthly rent to this tenant (Docket LR23115).

## 2. BACKGROUND

2. On December 1, 2022, Yacoub Sidding Abdallah [*also known as Yacoub Siddig Abdallah, Seddric Abdll, Yacoub Seddric, Sedrik Abdo*] (the “Landlord”) entered into a written fixed-term rental agreement for the premises located at **21512 Trans-Canada Highway – Route 1, North Tyron, PE** (the “Premises”) with Logan Costain (the “Tenant”). Rent for the Premises was \$1,700 per month with a security deposit required but not paid in the amount of \$1,000.00.
3. On October 27, 2023 the Landlord filed an application to determine dispute (the “Landlord’s Application”) seeking vacant possession of the Residential Premises and requesting the Sheriff to put the Landlord into possession of the unit. Attached to the Landlord’s Application was an Eviction Notice (the “Notice”) dated October 7, 2023, with an effective date of October 27, 2023. The Notice was served for the following reasons:

*You have not paid your rent in the amount of \$1,700;  
You have not paid the security deposit.*

4. On November 1, 2023, the Tenant filed an application to determine dispute (the “Tenant’s Application”) seeking a determination that the Landlord contravened the *Residential Tenancy Act* (the “Act”), an adjustment in rent and a return of rent.
5. In Order LD23-547 dated November 24, 2023, the Rental Office allowed the Landlord’s Application and the Tenant’s Application, in part, and ordered that:
  - A. *The Landlord shall take immediate steps to have a professional company begin and continue to remediate the Residential Property of the cockroach infestation.*
  - B. *The Tenant is only responsible for ½ of October 2023 rent in the amount of \$850.00.*
  - C. *The Tenant is only responsible for ½ of November 2023 rent in the amount of \$850.00.*
  - D. *The tenancy agreement between the parties shall terminate effective 5:00 p.m. on November 30, 2023. The Tenant shall vacate the Residential Property at that time and date.*
6. The Tenant filed an appeal with the Commission on November 29, 2023 (Docket LR23113).
7. The Landlord filed an appeal with the Commission on December 1, 2023 (Docket LR23115).

8. The Commission heard the appeal on December 19, 2023, by way of telephone conference call. The Landlord and the Tenant both participated.

### **3. DISPOSITION**

9. The Commission dismisses both appeals and confirms Order LD23-547 subject to adding a pro-rated rent provision for 12 days in December 2023.

### **4. ANALYSIS**

10. The Tenant testified that he had to pay rent for a home that was unfit to live in and he could not take his furniture with him to avoid infesting his new home. He seeks a variation of Order LD23-547 so he does not have to pay any rent. He testified that he moved into the Premises in December 2022 and first noticed the cockroaches in February 2023. He stated the Landlord bought insect spray. The Tenant stated that there were no professional sprays of the Premises prior to October 2023. The Tenant testified that he moved out of the Premises on December 12, 2023. The Tenant acknowledges that he has not paid rent for October, November or December.
11. The Landlord denies that there was a cockroach infestation in this particular Premises. He states that the Tenant owes him full rent for October, November and December as well as the unpaid security deposit.
12. The Commission notes the October 13, 2023 reports from Environmental Health which confirm a cockroach infestation in the Premises and the need for treatment. The Commission also notes the October 20, 2023 Order of the Chief Public Health Officer identifying a cockroach infestation at the Premises and ordering remedial action. Given the evidence, the Commission rejects the denials made by the Landlord at the hearing and denies his appeal (Docket LR23115).
13. With respect to the Tenant's appeal, the Commission notes that the Tenant unilaterally withheld rent commencing in October 2023 rather than first seeking approval from the Rental Office. Accordingly, the Commission denies the Tenant's appeal (Docket LR23113) and the Tenant is required to pay 50% rent for the months of October and November.
14. The Tenant did not move out of the Premises until December 12, 2023. Accordingly, the Commission will pro-rate rent for the first 12 days of December 2023.
15. The issue remains as to whether the pro-rated rent for December shall be at full rent or at half rent. The Commission notes that there is no professional evidence to suggest that the Premises were cockroach free as of December 1, 2023. Accordingly, the Commission extends the half rent provision established by the Rental Office into the month of December 2023.
16. Accordingly, the rent for December is calculated thus:

$$12/31 \times (50\% \text{ of } \$1700)$$

$$.387 \times \$850.00 = \$329.00$$

17. The Commission finds that the Tenant owes the Landlord the sum of \$2,029.00 representing 50 percent of rent for October, November and pro-rated December rent.

## **5. CONCLUSION**

18. The Commission denies both appeals and confirms Order LD23-547, subject to a variation to include pro-rated rent for the month of December. The Tenant shall pay to the Landlord the sum of \$2,029.00 for unpaid rent.

## **IT IS ORDERED THAT**

- 1. Both appeals are dismissed.**
- 2. Order LD23-547 is confirmed, subject to a variation to include pro-rated 50% rent for the month of December 2023.**
- 3. The Tenant shall pay to the Landlord the sum of \$2,029.00 for unpaid rent.**

**DATED** at Charlottetown, Prince Edward Island, 20<sup>th</sup> day, December, 2023.

## **BY THE COMMISSION:**

(sgd. Kerri Carpenter)

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Kerri Carpenter, Commissioner

(sgd. M. Douglas Clow)

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M. Douglas Clow, Vice-Chair

## NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.