



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 5, 2025

Dockets: LR25036

Type: Rental Appeal

INDEXED AS: Brandon Costain v. 102382 P.E.I. Inc. dba Quality LED Lighting

2025 PEIRAC 43 (CanLII)

Order No: LR25-40

BETWEEN:

Brandon Costain (the "Tenant")

Appellant

AND:

102382 P.E.I. Inc. dba Quality LED Lighting (the "Landlord")

Respondent

ORDER

Panel Members:

Gordon MacFarlane, Commissioner
Pamela J. Williams, K.C., Chair

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on July 15, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the "Rental Office") erred in finding that the tenancy between the parties will terminate effective 5:00 pm on July 3, 2025.

B. BACKGROUND

2. This appeal concerns a rental unit located at Apartment 6, 78 Main Street, Cornwall, PEI (the "Rental Unit"). The Rental Unit is a two-bedroom, one-bathroom apartment in an eight-unit building (the "Residential Property").
3. The Tenant and a former owner of the Residential Property entered into a written tenancy agreement that started around February 1, 2018 (the "Tenancy Agreement"). A security deposit of \$500.00 was paid. Rent of \$820.00 is due on the first day of the month.
4. In 2021 the Landlord purchased the Residential Property and the Tenancy Agreement continued.
5. On May 2, 2025, after 5:00 p.m., the Landlord emailed the Tenant a *Form 4(A) Eviction Notice* with an effective date of May 23, 2025 (the "Notice") for non-payment of rent, in the amount of \$1,230.00.
6. On May 26, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Rental Unit and for the Sheriff to put the Landlord in possession, which is determined in this decision. The Application also seeks rent owing, which was determined in Order LD25-234.
7. On June 12, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 26, 2025.
8. On June 20, 2025 the Rental Office emailed the parties a 16-page evidence package.
9. On June 26, 2025 the Landlord's two representatives joined the teleconference hearing before the Rental Office for determination of the Application. The Rental Officer telephoned the Tenant and the Tenant did not answer. The Rental Officer also emailed the Tenant an additional copy of the updated notice of hearing. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time.
10. On June 26, 2026, The Rental Office issued Order LD25-233, which ordered that the tenancy between the parties will terminate effective 5:00 pm on July 3, 2025. The Rental Office also issued Order LD25-234 which ordered that the Landlord will keep the Tenant's Security deposit, including interest in the amount of \$545.78 and that the Tenant must pay the Landlord the rent owing in the amount of \$1,582.57.
11. The Tenant appealed Order LD25-233 on July 3, 2025.

12. For clarity, the only appeal before the Commission is with respect to Order LD25-233, which made a finding only in respect of the Tenants' eviction for non-payment of rent. Order LD25-234 was not appealed to the Commission by either party.
13. The Commission heard the appeal on July 15, 2025, by way of telephone conference. The Tenant, Brandon Costain, attended the telephone hearing. Qingping Wen (Edwin) and Huan Shen (Anne) attended the hearing as representatives for 102382 P.E.I. Inc.
14. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

15. The Commission denies the appeal and confirms the findings of the Rental Officer in Order LD25-233. The tenancy between the parties is terminated effective Wednesday, September 10, 2025, at 5:00 p.m.
16. The *Act*, at subsection 19(1), requires tenants to pay rent when it is due, whether or not the landlord complies with the *Act*, the Regulations or the tenancy agreement.

D. ISSUES

17. Does the evidence support allow a continuation of the tenancy?

E. SUMMARY OF EVIDENCE

18. The Tenant testified that there have been mold issues at the Rental Unit over the years. Three mold repairs were done, but he contends they were not done properly. He acknowledged that he had offered to do the repairs himself for reduced rent and in fact did do the repairs receiving reduced rent on each occasion. He testified that he is not a professional and that nobody came to check his repairs. He testified that on the third occasion of mold there was "a mushroom growing on my ceiling". He testified that the mold might have impacted his health. He testified that he has had breathing issues, went to the hospital and was told at the hospital to take time off work. He is not sure if his illness was directly related to the mold but stated that mold is not good for breathing. The Tenant did not provide any independent evidence of the mold impacting his health after he completed the repairs.
19. The Landlord's representatives testified that the Tenant's first mold issue occurred in 2019 prior to the Landlord purchasing the building in 2021. The Tenant's second mold issue occurred in 2022 and the third mold issue occurred in 2023.
20. The Landlord's representatives testified that in 2022 the Tenant advised them of the presence of mold on the ceiling of the Rental Unit. The Tenant then proposed to repair the mold damage himself and the Landlord agreed to a one-month partial reduction in rent. In 2023 the Tenant again advised the Landlord of mold and again proposed that he repair the mold himself. The Landlord agreed and again reduced the rent for one month.
21. The Landlord's representatives testified that they last received rent in April 2025 when half of a month's rent was paid.

F. ANALYSIS

22. The Commission has reviewed the Tenant's Notice of Appeal dated July 3, 2025. The Tenant stated the following reasons for his appeal:

I have lived here for many years, upkeep was never done. As well as improper mold repair after pipe burst and 3 separate floods from apartment above. I've had health issues because of said improper repairs.

23. The Tenant requested the following changes from Order LD25-233:

I want compensation for many days of missed work because of serious breathing issues which I've been in and out of the hospital for. That is the reason for unpaid rent as well.

24. Subsection 19(1) of the Act reads:

19. Tenant shall pay rent when due

(1) A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

25. There is no evidence that the Tenant had an express right under the Act to withhold rent. Mold or no mold, he is required to continue to pay his rent unless he has an express right to withhold his rent. In this regard, the Commission observes that there is no evidence that the Tenant was specifically released from this obligation by the Landlord, the Rental Office or, on appeal, the Commission. The Tenant's recourse would have been to request the Landlord to make appropriate repairs and if he was still dissatisfied, the Tenant would have had the option to file a complaint with the Residential Tenancy Office. The evidence indicates that it was only after the Landlord began the eviction process that the Tenant complained about the mold repairs which he himself offered to complete.
26. The Tenant has not paid any rent since a half payment in April 2025. He has attempted to justify his non-payment of rent and even attempted in his Notice of Appeal to seek compensation on the basis of mold and improper mold repairs. The evidence on appeal is that he offered to do these past mold repairs himself in exchange for reduced rent, with the last mold repair having occurred in 2023.
27. The Landlord has applied to terminate the tenancy under subsection 60(1) of the Act (unpaid rent). The Landlord provided sufficient notice and the Rental Officer found in Order LD25-233 that the tenancy should be terminated.
28. The Commission finds that there is no evidence to justify a reversal of Order LD25-233; that is to say there is no evidence to justify a continuation of the tenancy. Accordingly, the appeal is denied.

G. CONCLUSION

29. The Commission denies the appeal. The *Residential Tenancy Act*, at subsection 19(1), requires tenants to pay rent when it is due, whether or not the landlord complies with the *Act*, the Regulations or the tenancy agreement. The tenancy between the parties is terminated effective Wednesday, September 10, 2025, at 5:00 p.m.
30. The Tenant is reminded that when he vacates the Rental Unit, he is to be mindful of his obligations pursuant to subsections 28(3), (4) and (5) of the *Residential Tenancy Act* with respect to ordinary cleanliness and the repair of undue damage.
31. The Tenant is also reminded that he owes rent up to and including the date he vacates the Rental Unit.

IT IS ORDERED THAT

1. **The appeal is denied.**
2. **The tenancy between the parties is terminated effective Wednesday, September 10, 2025, at 5:00 p.m.**
3. **The Tenant and all occupants must vacate the Rental Unit and remove all personal property by Wednesday, September 10, 2025, at 5:00 p.m.**
4. **The Tenant owes rent up to and including the date he vacates the Rental Unit.**
5. **A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.**

DATED at Charlottetown, Prince Edward Island, 5th day of September, 2025.

BY THE COMMISSION:

[sgd. Gordon MacFarlane]
Gordon MacFarlane, Commissioner

[sgd. Pamela J. Williams]
Pamela J. Williams, K.C., 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.