



Date Issued: June 16, 2026
Dockets: LR26016
Type: Rental Appeal

INDEXED AS: Chen Liang City United Ltd. v. Iqbal Hussain Bin Abdul Goni
2026 PEIRAC 36 (CanLII)
Order No: LR26-26

BETWEEN:

Chen & Liang City United Ltd. (the "Landlord")

Appellant

AND:

Iqbal Hussain Bin Abdul Goni (the "Tenant")

Respondent

ORDER

Panel Members:

Kerri Carpenter, Vice Chair
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 April 28, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Landlord was required to comply with the Health Letter by March 31, 2026 by retaining a pest-control company to address a rodent infestation, and in awarding the Tenant a rent abatement for that non-compliance.

B. BACKGROUND

2. This appeal concerns a rental unit located at 1 – 94 Kent Street, Charlottetown, PEI (the “Rental Unit”).
3. The Rental Unit is a three-bedroom, one-bathroom, apartment in a 14-unit building (the “Residential Property”), owned by the Landlord.
4. On March 15, 2020 the parties signed a written, fixed-term tenancy agreement. At the end of the fixed-term the tenancy continued on a monthly basis. Rent in the amount of \$1,390.00 is due on the first day of the month. A \$1,295.00 security deposit was paid at the beginning of the tenancy.
5. On September 25, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking financial claims against the Landlord, which was later amended on November 7, 2025 (the “Application”).
6. On November 25, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for December 9, 2025.
7. On December 9, 2025 the Rental Office emailed the parties an updated notice of a teleconference hearing rescheduled for January 22, 2026.
8. On January 1, 2026 the rent increased from \$1,390.00 to \$1,417.00 by the 2026 annual allowable guideline of 2.0%.
9. On January 22, 2026 the Tenant, the Tenant’s representative (“BF”), the Landlord’s representative (the “Representative”) and the Landlord’s interpreter joined the teleconference hearing before the Rental Office.
10. On March 12, 2026, the Rental Office issued Order LD26-085 which ordered that the Landlord must action the requirement in the Health Letter by March 31, 2026, and that the Landlord must pay the Tenant \$1,147.00 by April 13, 2026.
11. The Landlord appealed Order LD26-085 on March 31, 2026.
12. The Commission heard the appeal on April 28, 2026, by way of telephone conference. The Landlord, Xiongliang Chen, attended the telephone hearing with translation assistance provided by Liz Lam. The Tenant, Iqbal Hussain Bin Abdul Goni, attended the telephone hearing with translation assistance provided by an individual who identified herself as Aziza. Bonnie Fitzpatrick, settlement worker with Immigrant and Refugee Services Association PEI, also attended to provide assistance to the Tenant.

13. As per instructions from the Commission, the parties filed paper submissions to complete the appeal with closing submissions due on May 4, 2026.
14. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “*Act*”).

C. DISPOSITION

15. The appeal is dismissed. Order LD26-085 is varied only with respect to the compliance date for pest remediation. The Landlord shall retain a qualified pest-control company to address and eliminate the rodent infestation identified in the letter dated June 30, 2025, from Environmental Health Officer, Health and Wellness, Province of Prince Edward island (“Health Letter”) within thirty (30) days of the date of this decision,
16. The Tenant is entitled to a rent abatement of ten per cent (10%) for the period during which the Landlord failed to comply with his obligations under the *Act*. The Landlord shall pay the Tenant the sum of \$1,572.10 within thirty (30) days of the date of this decision.

D. ISSUES

17. Is the Landlord required to remediate the Rental Unit for pests as per the Health Letter?
18. Is the Tenant entitled to a reduction in rent for non-compliance with the *Act*?

E. SUMMARY OF EVIDENCE

Landlord’s Evidence

19. The Landlord’s grounds of appeal are stated in the Notice of Appeal as “*the tenant told lies....*”
20. The Landlord acknowledges that he did not address the pest-control issue identified in the Health Letter.
21. It is the Landlord’s evidence that all other deficiencies identified in the Health Letter have been addressed.
22. The Landlord submits that, upon receiving the Health Letter on June 30, 2025, he arranged for an Inspector to attend the Rental Unit.
23. The Landlord submits that, following the Inspector’s attendance at the Rental Unit, a plumber was contacted and attended the property on more than one occasion in early July, 2025. The Landlord states that the plumber could not find any leaks on the first visit and there was no one was home to allow him into the Rental Unit on a subsequent visit.

24. The Landlord submits that the Rental Unit was treated for cockroaches in November 2023 and that he has not received any subsequent complaints regarding cockroaches. The Landlord further notes that the Health Letter does not reference a cockroach infestation.
25. The Landlord submits that the Inspector found no issues with the windows in the Rental Unit.
26. The Landlord argues that he took reasonable steps to repair and maintain the Rental Unit.
27. The Landlord submits that the Tenant's allegations are untrue and unsupported by the evidence.
28. The Landlord further submits that the Tenant has accumulated a significant amount of garbage in the backyard, which has resulted in costs to the Landlord for its removal.

Tenant's Evidence

29. The Tenant submits that the condition of the Rental Unit has deteriorated over the past several years, has progressively worsened and issues remain unresolved to the present date.
30. On April 17, 2025, the Tenant contacted the Department of Health regarding the condition of the Rental Unit. An Environmental Health Officer subsequently inspected the Rental Unit on June 17, 2025.
31. As a result of the inspection, a Health Letter was sent to the Landlord on June 30, 2025, with 4 requirements as follows:

Requirements for the Landlord:

1. *Investigate and repair the source of the leak. Ceiling to be repaired. Once repaired the ceiling is to be re-sealed, it is recommended to re-seal with mold-resistant paint. Flooring to be repaired or replaced to ensure a smooth, finished surface with is easily cleanable and water resistant.*
2. *The door casing to be repaired so that the entrance to the unit is weatherproof and vermin proof.*
3. *A pest control company is to be contracted to eliminate the infestation of the rodents.*
4. *The broken window is to be replaced.*

Requirements for the Tenant:

5. *Unit is to be maintained in a clean and sanitary condition.*

Items to be completed by July 25, 2025. If you are unable to comply with this time frame, you must contact the undersigned to request an extension for the work to be finished.

32. The Tenant submits that the only item on the list contained in the Health Letter completed by the Landlord was the repair of the leak, which did not occur until November 2025. The

Tenant maintains that the rest of the items identified in the Health Letter remain outstanding.

33. The Tenant further submits that there are additional issues with the Rental Unit that were not addressed in the Health Letter, including a cockroach infestation and a leaking toilet.
34. The Tenant maintains that rodent droppings are evident on a daily basis and the Rental Unit is therefore unsanitary.
35. The Tenant disputes the Landlord's assertion that the deficiencies identified in the Health Letter have been resolved.
36. The Tenant requests that the Rental Office's Order be confirmed and all the repairs in the Health Letter be completed, along with the additional issues of cockroach infestation and leaking toilet.
37. The Tenant also seeks confirmation of the Rental Office's award of a 10% return of rent.

F. ANALYSIS

Is the Landlord required to repair and remediate the Rental Unit?

38. In general, the Commission reinforces that the *Act* and tenancy agreements create ongoing obligations for both landlords and tenants. A landlord is responsible for ensuring that rental premises are maintained in a good state of repair and comply with applicable health, safety, housing and maintenance standards. A tenant, in turn, is required to keep the rental unit reasonably clean, sanitary, and free from damage.
39. Where concerns arise regarding the condition of a rental unit, the Commission must determine, based on the evidence, whether the issues complained of fall within the landlord's maintenance obligations, the tenant's obligations, or a combination of both.
40. The evidence before the Commission establishes that the deficiencies identified in the Health Letter consisted primarily of maintenance and repair issues falling within the Landlord's responsibility, including a rodent infestation that was ordered by the Rental Office to be addressed.
41. To date, however, the rodent infestation has not been addressed by the Landlord.
42. Section 28 of the *Act* requires a landlord to provide and maintain residential premises in a good state of repair and in compliance with all applicable health, safety, housing and maintenance standards and that it is suitable for habitation. Section 28 further outlines the Tenant's responsibilities regarding cleanliness and proper sorting and disposition of garbage, including waste, compostable and recyclable materials. The obligations on both parties are ongoing throughout the tenancy.
43. The evidence establishes that the Rental Unit was the subject of an inspection by an Environmental Health Officer on June 17, 2025. Following that inspection, a Health Letter

was issued on June 30, 2025 identifying a number of deficiencies within the Rental Unit and directing the Landlord to complete remedial work by July 25, 2025.

44. The Health Letter required the Landlord to investigate and repair the source of a leak and associated damage; repair the entrance door casing to make it weatherproof and vermin-proof; retain a pest-control company to address a rodent infestation; and replace a broken window.
45. The Commission places significant weight on the Health Letter. It was prepared by an Environmental Health Officer following an inspection of the Rental Unit and constitutes independent and objective evidence of the condition of the premises at that time.
46. The Landlord acknowledges that the requirement to retain a pest-control company has not been fulfilled. The Commission finds that the Landlord's admission establishes that he has not fully complied with the requirements of the Health Letter, as subsequently ordered by the Rental Office.
47. The Commission is therefore satisfied that reasonable efforts have not been made by the Landlord to address the rodent infestation and it remains unresolved approximately ten months after the Health Letter was issued. As stated above, the *Act* requires landlords to maintain residential premises in compliance with applicable standards.
48. Although the Health Letter identified additional deficiencies, the Commission finds that the evidence concerning those matters was either conflicting or indicated that some remedial steps had been taken. The Commission is therefore satisfied that the outstanding issue requiring an order is the rodent infestation.
49. The Commission notes that the Landlord's primary ground of appeal was that the Tenant's allegations were untrue. However, the existence of the rodent infestation was independently confirmed by the Environmental Health Officer and the Landlord admitted he had not addressed the issue. Accordingly, the Commission finds that the appeal ground has not been established.
50. The Commission agrees with the Rental Office that remedial action is required. As the deadline established by the Rental Office has passed, the Commission varies the Order to require the Landlord to retain a pest-control company within thirty (30) days of the date of this decision.
51. With respect to the Tenant's concerns regarding a cockroach infestation and a leaking toilet, the Commission notes that those matters were not included in the Health Letter and were not the subject of sufficient independent evidence before the Commission. While those concerns may warrant further investigation, the Commission makes no findings regarding those issues in this appeal.

Is the Tenant entitled to a reduction in rent for non-compliance with the *Act*?

52. Where a landlord fails to comply with obligations imposed by the *Act*, under section 85, the Commission may award compensation or a reduction in rent where the tenant has experienced a loss of use, diminished enjoyment of the premises, or a reduction in the value of the tenancy.

53. The evidence establishes that the Tenant resided in the Rental Unit while deficiencies identified by the Environmental Health Officer remained outstanding for an extended period of time. The deficiencies included a rodent infestation which the Rental Office ordered to be addressed. The Commission finds that this deficiency negatively affected the Tenant's use and enjoyment of the Rental Unit over a continuing period to date.
54. The Commission further notes that the Health Letter required completion of the remedial work by July 25, 2025. Despite that deadline, the evidence indicates the contracting of a pest control company remains outstanding and the infestation remains unresolved.
55. The Commission is satisfied that the Tenant experienced a reduction in the value of the tenancy during the relevant period as a result of the Landlord's failure to address the rodent infestation issue.
56. The Rental Office awarded the Tenant a rent abatement of ten percent (10%) for the period during which the Landlord failed to comply with his obligations. Having reviewed the evidence and submissions of the parties, the Commission finds that the Rental Office's assessment was reasonable with regard to the nature and duration of the deficiencies.
57. Accordingly, the Commission confirms that the Tenant is entitled to the 10 per cent rent abatement as awarded by the Rental Office. The Commission varies the monetary award to reflect the continuation of the Landlord's non-compliance following the Rental Office hearing up to and including the date of this decision.
58. The Commission calculates the revised rent abatement as follows:

Return of Rent	Amount
Pro-rated July 2025 rent: \$269 (6 days /31 days x \$1,390.00) x 10%	\$ 26.90
5-months (Aug 2024 to Dec 2025) \$1,390.00 x 10% = \$139 x 5 months	\$695.00
3-months (Jan 2026 to Mar 2026) \$1,417.00 x 10% = \$141.70 x 3 months	\$425.10
3-months (Apr 2026 to June 26) \$1,417.00 x 10% = \$141.70 x 3 months	<u>\$425.10</u>
TOTAL	\$1,572.10

G. CONCLUSION

59. The Rental Office Order LD26-085 is confirmed, subject only to varying the compliance deadline to require the Landlord to retain a qualified pest-control company and commence remediation of the rodent infestation within 30 days of the Order.
60. The Landlord shall pay the Tenant the sum of \$1,572.16 for an abatement of rent.
61. Failure to comply with this Order may result in enforcement as provided for under the *Act*.

IT IS ORDERED THAT

1. The appeal is dismissed.
2. The Landlord shall, within thirty (30) days of the date of this decision, retain a qualified pest-control company and take all reasonable steps recommended by that company to eliminate the rodent infestation identified in the Health Letter.
3. The Landlord shall pay the Tenant the sum of \$1,572.16 within thirty (30) days of the date of this decision.

DATED at Charlottetown, Prince Edward Island, 16th day of June, 2026.

BY THE COMMISSION:

[sgd. Kerri Carpenter]

Kerri Carpenter

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

Pamela J. Williams, K.C.

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.