

## Introduction

- [1] On June 14, 2023, the Landlord filed an application (Form 2B) with the Residential Tenancy Office (the "Rental Office"), pursuant to sub-subsection 85.(1)(b) of the *Act*, seeking the following remedy:

*To request an order directing my tenant to pay outstanding rent.*

- [2] The Application is based on a termination notice (Form 4A) dated June 5, 2023, effective June 25, 2023, (the "Notice"). The Notice was served for the following reason:

*You have not paid your rent in the amount of \$1,067.36.*

- [3] The Notice was preceded by a prior termination notice (Form 4A) dated May 4, 2023, effective May 24, 2023. This notice was served for the following reason:

*You have not paid your rent in the amount of \$333.62.*

- [4] On May 4, 2023, the Landlord served the original notice of termination on the Tenant by email through the property management interactive portal. The portal sends an email, including an attachment of the notice itself, to the verified email of the Tenant.

- [5] On June 5, 2023, the Notice was served on the Tenant by email through the portal.

- [6] On June 14, 2023, the Application was served on the Tenant by email through the portal.

- [7] On June 30, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). Two Representatives for the Landlord participated. The Tenant did not participate.

## Issue to be Decided

- i. Must the Tenant pay rent to the Landlord?

## Summary of the Evidence

- [8] The Tenant moved into the Residential Property on March 1, 2019. The Tenant and the Landlord had a verbal, month-to-month tenancy agreement for the Residential Property. Rent was \$673.67 per month, due on the first of each month. There was no security deposit paid. The Tenant vacated the Residential Property by June 10, 2023.

### Landlord's Evidence and Submissions

- [9] The Representative is seeking an order directing the Tenant to pay rent in the total amount of \$1,007.34. This number is intended to represent the full amount of \$673.67 owing for the month of June and the partial amount of \$333.62 owing for the month of May.
- [10] The Officer notes that the amount sought is a slight addition error of \$0.05, and should instead be \$1,007.29.
- [11] The Representatives testified that the Tenant did not pay rent for the month of May on May 1, 2023. The Representatives testified that the Tenant paid \$340.05 toward May's rent on May 3, 2023. The Tenant was served with a notice of termination for non-payment of rent on May 4, 2023.
- [12] The Representatives testified that on May 22, 2023, the Tenant contacted the Landlord and stated that he would pay the balance of May's rent owing, in addition to the rent for June, on June 1, 2023.

- [13] The Representatives testified that the Tenant failed to pay June's rent and the remainder of rent owing for May on June 1, 2023. The Representatives testified that the Tenant was served with the second Notice of termination on June 5, 2023. The Representatives testified that on June 10, 2023, the Landlord discovered that the Tenant had abandoned the Residential Property.

#### **Tenant's Evidence and Submissions**

- [14] The Tenant did not provide any evidence or submissions.

#### **Analysis**

- [15] The Landlord seeks an order directing payment of rent for the months of May and June, pursuant to sub-subsection 85(1)(b), which states:

##### **85. Powers of the Director**

(1) *After hearing an application, the Director may make an order*

*(b) directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord;*

- [16] Based on the undisputed testimony and evidence presented by the Representatives, the Officer finds that the Tenant failed to pay the Landlord the \$1,007.29 owed in rent for the months of May and June.

#### **Conclusion**

- [17] The Notice of Termination is valid and the Application is allowed.
- [18] The Tenant shall pay \$1,007.29 to the Landlord forthwith upon receipt of this Order.

#### **IT IS THEREFORE ORDERED THAT**

- A. The Tenant shall pay \$1,007.29 to the Landlord forthwith upon receipt of this Order.
- B. 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, this 11th day of July, 2023.

\_\_\_\_\_  
(sgd.) Colin Trewin  
Colin Trewin  
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.