

## Introduction

- [1] On June 23, 2023, the Tenants filed a Tenant Application to Determine Dispute (Form 2A) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application is disputing an Eviction Notice pursuant to subsection 61.(5) of the *Act*.
- [2] Attached to the Application was an Eviction Notice (Form 4A) dated June 16, 2023, effective July 1, 2023, (the "Notice"). The Tenants stated they received the Notice through a photo on Facebook. The Notice was served on the Tenants for the following reasons:

*You have not paid your rent in the amount of \$2100.*

*You are repeatedly late in paying rent.*

*You or someone you have allowed on the property has caused damage to the rental unit.*

- [3] On July 26, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Landlord did not participate in the hearing.

## Issue to be Decided

- i. Do the Tenants have to vacate the Residential Property due to the Notice?

## Summary of the Evidence

- [4] In September 2021, the Tenants and the Landlord entered into a written, month-to-month rental agreement for the Premises. The Premises consists of a four-bedroom, one-bathroom half-duplex (the "Building"). Rent is \$1,800.00 per month due on the first day of the month. A security deposit of \$1,000.00 was paid.

### Tenants' Evidence and Submissions

- [5] The Tenants stated the Landlord has not completed any of the items which were ordered by the Officer in a previous hearing. The Landlord has not sprayed for cockroaches, the washer and dryer are not working properly, the stove is not working properly, and the waste watch bin has not been replaced. There is also mold in a closet which the Landlord has not addressed.
- [6] The Tenants stated June rent has been paid and they have July rent for the Landlord. The Tenants have messaged the Landlord several times to come collect the July rent but he has not attended the Residential Property yet to collect it. The Tenants stated they pay their rent in cash.

## Analysis

- [7] The reasons for eviction stated on the Notice are:

*You have not paid your rent in the amount of \$2100.*

*You are repeatedly late in paying rent.*

*You or someone you have allowed on the property has caused damage to the rental unit.*

- [8] The Officer notes that the Landlord did not participate in the hearing. The Landlord did not submit any evidence with regards to the reasons for eviction stated on the Notice.
- [9] The Officer finds that the Landlord has not provided sufficient evidence to satisfy the Landlord's burden of proof that the Tenants have not paid their rent or that they have breached the *Act*.
- [10] Furthermore, the Officer reminds the Landlord that the items and repairs as ordered in Order LD23-146 are still required to be actioned and completed by the Landlord.

## Conclusion

[11] The Notice is invalid and the Application is allowed.

[12] The Tenancy Agreement between the parties continues in full force and effect.

## IT IS THEREFORE ORDERED THAT

A. The Tenancy Agreement between the parties continues in full force and effect.

**DATED** at Charlottetown, Prince Edward Island, this 27th day of July, 2023.

(sgd.) Mitchell King

Mitchell King  
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 **7** 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.