

Introduction

- [1] On June 7, 2023, the Tenant filed a Tenant Application to Determine Dispute (Form 2A) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application was filed seeking:

I am a former Tenant and request compensation from my former Landlord for a bad faith eviction.

- [2] On August 30, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Tenant and the Property Owner participated.

Issue to be Decided

- i. Is the Tenant entitled to compensation for a bad faith eviction?

Summary of the Evidence

- [3] On June 1, 2021, the Tenant and a previous landlord entered into a written, fixed-term rental agreement for the Residential Property. The Residential Property consists of half of a duplex. Rent was \$1,350.00 per month due on the first day of the month. A security deposit of \$1,350.00 was paid. The Tenant vacated the property on March 1, 2023.

Tenant's Evidence and Submissions

- [4] The Tenant stated his previous landlord informed him the Residential Property was being sold. The Tenant was given a notice of termination on January 7, 2023, and was required to vacate before closing on March 14, 2023. The notice of termination was served because the Property Owner wanted possession of the Residential Property for herself. The Tenant submitted into evidence a copy of the notice of termination as well as a copy of the Statutory Declaration sworn by the Property Owner stating that she required possession of the Residential Property for herself.
- [5] The Tenant moved out of the Residential Property on March 1, 2023. After the Tenant had moved, he was contacted by a new tenant who was living in the Residential Property. The new tenant told the Tenant that she was paying \$2,000.00 per month for rent. The new tenant provided the Tenant a copy of her tenancy agreement which was dated March 31, 2023. The Tenant submitted a copy of his old tenancy agreement as well as the new tenant's tenancy agreement into evidence.
- [6] The Tenant stated he is seeking \$8,500.00 from the Property Owner because he was evicted in bad faith and the Property Owner re-rented the property a month after he moved out. The Tenant stated he is currently paying higher rent at his new residence, he incurred moving costs when he left the Residential Property, and his bills are now higher than they had been at the Residential Property. The Tenant declined the Property Owner's offer of \$3,600.00 for compensation and requested the Officer make a determination in this matter.

Property Owner's Evidence and Submissions

- [7] The Property Owner stated she was going to move into the Residential Property after closing but was unable to do so until tax season was over. The Property Owner stated she did not know the rules when it came to renting. She stated she is now living at the Residential Property and she is renting two rooms to other tenants for \$800.00 per room. The Property Owner stated she is willing to compensate the Tenant \$3,600.00 for the extra cost of rent from March 2023 to July 2023 and as part of the Tenant's moving costs.

Analysis

- [8] The Tenant is seeking compensation from his former landlord for a bad faith eviction pursuant to subsection 65.(1) of the *Act* states:

Notice given in bad faith

A former tenant may make an application to the Director under section 75 to determine whether a landlord gave a notice of termination under sections 62, 63 or 64 in bad faith.

- [9] The Tenant's former landlord served the Tenant a Notice of Termination by Lessor of Rental Agreement (Form 4) on January 13, 2022, effective March 14, 2023, for purchaser use pursuant to sub-subsection 15.(1.1) of the *Rental of Residential Property Act* (the "Former Act"). The Tenant vacated the Residential Property on March 1, 2023, which ended the tenancy agreement at that time. The Property Owner took possession of the Residential Property on March 14, 2023.
- [10] The Officer notes that subsection 65.(1) of the *Act* only allows a former tenant to apply for a remedy if they were evicted under sections 62, 63 or 64 of the current *Act* in bad faith. In this case, the Tenant was evicted under subsection 15.(1.1) of the Former Act. The Tenant was not evicted under any of the sections prescribed (62, 63, or 64) and there are no transitional provisions in the current *Act* to permitting the Tenant to seek a remedy under the current set of facts. Therefore, the Officer finds that the Tenant is not entitled to a remedy under subsection 65.(1) of the *Act* and the Application is denied.

Conclusion

- [11] The Application is denied.

IT IS THEREFORE ORDERED THAT

A. The Application is denied.

DATED at Charlottetown, Prince Edward Island, this 11th day of September, 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 **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.