

Introduction

- [1] On June 6, 2023, the Tenant filed a Tenant Application to Determine Dispute (Form 2A) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Tenant Application was filed seeking:

To request a return of rent due to an unlawful rent increase; and

To request a determination that my landlord contravened my right to quiet enjoyment.

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

Issues to be Decided

- i. Is the Tenant entitled to a return of rent due to an unlawful rent increase?
- ii. Did the Respondent contravene the Tenant's right to quiet enjoyment?

Summary of the Evidence

- [3] On October 1, 2015, the Tenant and the Respondent entered into a verbal, month-to-month tenancy agreement for the Residential Property. The Residential Property consists of an apartment in a six-unit building (the "Building"). Rent was \$677.00 per month due on the first day of the month. A security deposit of \$400.00 was paid. The Respondent bought the Building in 2022 and sold it in August 2023.

Tenant's Evidence and Submissions

- [4] The Tenant stated she seeking a return of rent for \$217.00 for expenses she incurred when the washers and dryers were broken at the Building. She is seeking a return of rent for \$120.00 for an illegal rent increase for a "laundry fee." She is seeking a determination that the Respondent contravened her right to quiet enjoyment.
- [5] The Tenant stated prior to November 2022 the Tenant had used the coin washers and dryers in the Building, which was included in the tenancy agreement. The machines broke in November 2022 and the Tenant went without washer and dryer services for 14 weeks. She stated the Respondent did try to have the machines fixed but was unable to get them repaired. The Respondent then bought non-coin washers/dryers for the Building.
- [6] The Tenant stated the Respondent did not offer any decrease in rent with the loss of the laundry services and this should be considered an illegal rent increase. The Tenant is seeking \$217.00 in return of rent for the costs she incurred for having to pay to do laundry at a laundromat between November 2022 and February 2023. The Tenant stated she did not receive any receipts from the laundromat but the Tenant submitted a breakdown of the estimated costs she incurred per load per week as well as transportation costs, as she did not have a vehicle. In March 2023 the Tenant had her own washer and dryer hooked up in the Residential Property and no longer needed to travel for laundry services.
- [7] The Tenant stated she was served with a "Form 11" which stated the Tenant's rent was being increased \$20.00 per week beginning March 1, 2023. She stated the allowable rent increase for 2023 was 0%. The Tenant stated the fee was to make up for the loss of coin income for the washers and dryers. The Tenant stated she paid this fee for six months from March 2023 to August 2023 totaling \$120.00.

- [8] The Tenant stated the Respondent contravened her right to quiet enjoyment. She stated she notified the Respondent several times that another tenant was smoking cannabis at all hours near the Building and the Tenant could smell it coming into her unit. That tenant was also coughing and making noise and the Tenant could hear the noise in her unit. The Tenant stated the Respondent did not follow up with that tenant and the behaviour continued by the other tenant.
- [9] The Tenant stated that other tenants were also congregating around the front door all the time. These other tenants were often smoking and were right outside of her window. They were not 15 feet away from the Building as stated by law. Those tenants were bothering people who were coming in and out of the Building and she and other people had to use the back door to enter the Building. The Tenant stated she notified the Respondent but he did not deal with the problems.

Respondent's Evidence and Submissions

- [10] The Respondent stated he sold the Building in August 2023 and is no longer the Tenant's landlord. The Respondent stated that the Tenant was employed as the Building's property manager between May 2022 and May 2023. He stated when he could not get the coin washers and dryers repaired he bought non-coin machines. He stated the Tenant suggested charging a laundry fee to the tenants to make up for the lost revenue and to pay for the new machines. He stated the Tenant and all other tenants agreed to pay the laundry fee.
- [11] The Respondent stated that he should not have to reimburse the Tenant for going offsite for laundry services as the Tenant told him that she did not use the Building's washers and dryers. The Respondent submitted emails into evidence from the Tenant stating she does not use the Building's machines.
- [12] The Respondent stated the Tenant did not tell him about the people congregating around the door. He stated he was not onsite and he relied on the Tenant as the property manager to let him know what was happening. He stated the Tenant did tell him about a tenant who was smoking marihuana in their apartment. He stated he followed up with that tenant and the tenant stopped smoking in their apartment.

Analysis

- [13] The Tenant is seeking a return of rent for \$217.00 for costs she incurred as a result of having to do laundry at a laundromat instead of at the Building. She is also seeking a return of rent for \$120.00 for an illegal rent increase. She is also seeking a determination that the Respondent contravened the Tenant's right to quiet enjoyment.
- [14] Sections 1.(h) and 1.(x) of the *Act* sets out the definitions of "*landlord*" and "*tenant*":

(h) "landlord", in relation to a rental unit, includes

(i) the owner of the rental unit, the owner's agent or another person who, on behalf of the owner,

(A) permits occupation of the rental unit under a tenancy agreement, or

(B) exercises powers and performs duties under this Act or a tenancy agreement,

(ii) the heirs, assigns, personal representatives and successors in title to the owner,

(iii) a person, other than a tenant occupying the rental unit, who

(A) is entitled to possession of the rental unit, and

(B) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit, and

(iv) a former landlord, as the context requires.

(x) "tenant" includes

(i) a person who is entitled to use or occupy a rental unit under a tenancy agreement,

(ii) the assigns and personal representative of a person referred to in subclause (i), and

(iii) when the context requires, a former or prospective tenant.

[15] Section 1.(w) of the *Act* sets out the definition of "*tenancy agreement*":

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and the provision of services and facilities.

[16] The Officer finds that the Respondent sold the property in August of 2023 and thus all the rights, obligations, and liabilities that goes with the Residential Property.

[17] The Officer finds that the Respondent has no privity of contract. That is, the Respondent is no longer party to the contract (tenancy agreement).

Conclusion

[18] There is no tenancy agreement between the parties.

[19] The Rental Office does not have jurisdiction to determine this dispute.

IT IS THEREFORE ORDERED THAT

A. There is no tenancy agreement between the parties.

B. The Rental Office does not have jurisdiction to determine this dispute.

DATED at Charlottetown, Prince Edward Island, this 14th 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.