

Introduction

- [1] On May 21, 2023 the Landlord filed a *Landlord Application to Determine Dispute* (Form 2B) (the "Application") with the Residential Tenancy Office (the "Rental Office"), pursuant to sub-subsection 85.(1)(b) of the *Act* seeking paying from the Tenant for outstanding rental arrears.
- [2] The Landlord is seeking \$3,129.00 in outstanding rental arrears and unpaid utility bills.
- [3] The Application sought additional remedies such as repairs and possession of the Residential Property. The Landlord withdrew these remedies as the Tenants vacated the Residential Property.
- [4] The Application and Notices were properly served on the parties.
- [5] On September 5, 2023 a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Tenant and a representative of the Landlord participated at the hearing.

Issue to be Decided

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

Summary of the Evidence

- [6] In May 2022 the Landlord and the Tenant entered into a written fixed term tenancy agreement for the Residential Property. The tenancy agreement converted to a month-to-month agreement. Rent was \$1,600.00 due on the 15th day of the month. The payment of security deposit was disputed between the parties. The Tenant vacated the Residential Property on June 5, 2023.

Landlord's Evidence and Submissions

- [7] The Landlord's representative (the "Representative") testified that the Tenant was regularly behind in paying rent. The Representative testified that the Tenant was able to get caught up on her February and March 2023 rental arrears. However, the Representative testified that the Tenant owes April rent in the amount of \$1,600.00, May rent up to June 5, 2023 in the amount of \$1,135.00, and \$394.00 in outstanding utilities. The Representative testified that utilities is the responsibility of the Tenant. The Representative submitted additional evidence which included the utilities bill in the amount of \$394.00 from March 16, 2023 to April 17, 2023. Additional documents were submitted into evidence which include numerous text message conversations between the parties, and a signed letter from the Landlord disputing the Tenant's testimony as it relates to payment of rent (see below). The Representative testified that the parties agreed that rent would be paid by e-transfer. However, the Tenant never made a payment through e-transfer.

Tenant's Evidence and Submissions

- [8] The Tenant testified that she did not dispute owing the utility bill in the amount of \$394.00. The Tenant testified that she was told to change the utilities account into her name and that she had a very short timeline to do it so it was changed over quickly as requested. The Tenant testified that she could not pay the rent by e-transfer because she did not have the money in her account. The Tenant disputed owing rent for April 2023 or May 2023. The Tenant testified that normally she would pay the rent by handing it to the Landlord. The Tenant testified that if the Landlord was not home she would leave the rent money in an envelope and place it on the Landlord's shelf.
- [9] The Tenant testified that she paid April 2023 rent on April 23 or 24, 2023. The Tenant testified that she gave the money to the Landlord and was not provided a receipt. The Tenant testified that she paid May 2023 rent on May 20 or 21, 2023. The Tenant testified that nobody was home so she left the money in an envelope on the Landlord's shelf.

Analysis

- [10] The Officer notes that the Landlord is seeking an order directing payment of rent for the months of April 2023 and May 2023 along with payment of an outstanding utility bill pursuant to sub-subsection 85.(1)(b) of the *Act* 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.*

- [11] The Officer notes that the Tenant testified that she paid April 2023 rent by hand delivering it to the Landlord, and that she paid May 2023 rent by leaving it on the Landlord's shelf. The Tenant was unable to provide any additional evidence to substantiate her claim. Further, the Officer notes that the Representative denied the Tenant's testimony and submitted a letter from the Landlord which also denied the Tenant's testimony. Based on the totality of the evidence and reviewing the additional evidence the Officer finds that the Landlord is entitled to their remedy sought. Therefore, the Application is allowed. The Tenant shall pay the Landlord \$3,129.00 in rental arrears and outstanding utility bills.

- [12] The Officer's calculations are as follows:

- \$1,600.00 outstanding for April 2023 rent;
- \$1,135.00 outstanding for May 2023 rent (to June 5, 2023); and
- \$394.00 outstanding for March 2023 to April 2023 utility bill.

Conclusion

- [13] The Application is allowed.
- [14] The Tenant shall pay the Landlord \$3,129.00 forthwith.

IT IS THEREFORE ORDERED THAT

- A. The Tenant shall pay the Landlord \$3,129.00 forthwith.

DATED at Charlottetown, Prince Edward Island, this 15th day of September, 2023.

(sgd.) Cody Burke

Cody Burke
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.