

Introduction

- [1] On July 27, 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:

To request a determination that my landlord contravened my right to quiet enjoyment, entered the rental unit unlawfully, prohibited and/or restricted access to the rental unit, changed the locks or failed to secure the rental unit, failed to repair or maintain the rental unit, or any other material term of the tenancy agreement; and

Other: Not fulfilling or breaching rental agreement.

- [2] On September 5, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Tenant and the Respondent participated.

Issues to be Decided

- i. Did the Respondent contravene a material term of the tenancy agreement?
- ii. Is the Tenant entitled to compensation?

Summary of the Evidence

- [3] On May 11, 2023, the Tenant and the Respondent entered into a written, fixed-term tenancy agreement for the Residential Property. The Residential Property consists of an apartment in a four-unit building (the "Building"). Rent was to be \$1,250.00 per month due on the first day of the month. A security deposit of \$1,250.00 was paid on May 11, 2023, and later returned to the Tenant. The Respondent sold the Building to a new landlord in July of 2023.

Tenant's Evidence and Submissions

- [4] The Tenant stated on May 11, 2023, she signed a lease with the Respondent and sent \$1,250.00 for a security deposit on the same day. On July 19, 2023, the Respondent notified the Tenant that the Building was being sold and notified the Tenant that the Building was no longer going to be a rental building. The Respondent stated the new landlord was going to use the building for people who were "transitioning in life."
- [5] On July 26, 2023, the Respondent told the Tenant that the Building had been sold. The Respondent stated she did not tell the new landlord about the rental agreement the Tenant had signed. The Tenant stated she was never served with an eviction notice. She stated she originally wanted the rental agreement enforced but the Tenant has since found a new place to live. She stated the Respondent had returned the security deposit to her.
- [6] The Tenant stated she is now seeking compensation in the amount of \$3,153.30 in moving costs as the Residential Property was furnished, but she had to pay a company to move furniture into her new unfurnished apartment. The Tenant stated she is also seeking \$827.31 for internet costs (\$59.99 + tax per month for 12 months) as internet was included with the Residential Property but it is not included with her new apartment. The Tenant agreed to the Respondent's request to allow her two weeks to contact her former business partner regarding the request for compensation.
- [7] After the hearing the Tenant provided a copy of her new lease, an invoice from the moving company, and a copy of the contract with her internet provider.

Respondent's Evidence and Submissions

- [8] The Respondent agreed with the timelines as stated by the Tenant. She stated the sale of the Building was court ordered and the sale happened quickly. The new owners did not want any tenants in the Building after it was sold. She stated she provided notice to the Tenant by text message and with a phone call about the sale of the Building. She stated she heard the reason the new owners wanted the Building was for people who were transitioning in life but she was not sure. She requested two weeks to contact her former business partner regarding the Tenant's request for compensation.
- [9] The Officer provided a copy of the Tenant's additional evidence to the Respondent after the hearing. The Respondent was notified that they may reply with any submissions regarding the additional evidence by September 19, 2023, at 4:00 p.m. The Officer notes that the Respondent did not reply with any additional submissions regarding the Tenant's evidence or the Tenant's request for compensation before the deadline.

Analysis

- [10] The Tenant is seeking compensation in the amount of \$3,153.30 in moving costs and \$827.31 for internet costs (\$59.99 + tax per month for 12 months) totaling \$3,980.61. The Tenant stated the Respondent had breached the tenancy agreement by not notifying the new owners of the Building that the Tenant had signed a tenancy agreement with the Respondent for the Residential Property.
- [11] The parties agreed that that a tenancy agreement was entered into on May 11, 2023, and a security deposit was sent to the Landlord on the same date. Section 13 of the *Act* states:

The rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant occupies the rental unit.

- [12] However, the Officer finds that the evidence establishes that the Respondent had sold the Building and the Residential Property to a new owner in July of 2023 and thus all the rights, obligations, and liabilities that go with the Residential Property were also conferred onto the new owner at that time. The Officer therefore finds that the Respondent has no privity of contract and is no longer a party to the tenancy agreement.

Conclusion

- [13] There is no tenancy agreement between the parties.
- [14] 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 21st 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.