

Introduction

- [1] On July 12, 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] The particulars of the Application stated the Tenant was seeking reimbursement for \$800.00 in rent and for moving expenses.
- [3] On September 14, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Tenant and the Landlord participated.

Issue to be Decided

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

Summary of the Evidence

- [4] In December of 2021, the Tenant and the Landlord entered into a written, fixed-term tenancy agreement for the Residential Property. The Residential Property consists of a single-family cottage. Rent was \$1,100.00 per month due on the first day of the month. A security deposit of \$1,100.00 was paid. The Tenant vacated the property on June 30, 2023.

Tenant's Evidence and Submissions

- [5] The Tenant stated the Landlord sent her a text message on March 20, 2023, stating that the Landlord was not renewing the tenancy agreement after June 30, 2023. The Landlord stated she needed to complete renovations to the Residential Property to be able to rent out the property as a summer cottage. The Landlord told the Tenant her intention was only to rent to the Tenant short term because she uses the property as a summer cottage rental. The Tenant stated she was not aware it was only a short-term lease as she had rented for the entire previous year.
- [6] The Tenant did not dispute the eviction and left the Residential Property on June 30, 2023. She stated the next day the Landlord re-rented the Residential Property and no renovations had been completed. She stated that the Landlord did not need to evict her if she was going to keep it as a rental property. She stated she did not mind leaving if it was going to be a cottage rental but then the Landlord rented to another person without completing any renovations.
- [7] The Tenant stated she is seeking \$800.00 in compensation as she had to pay rent at both the Residential Property and her new unit in June 2023. She is also seeking moving costs for \$200.00 as she had her father help her move and this would account for his time.

Landlord's Evidence and Submissions

- [8] The Landlord stated during the winter a guest was staying with the Tenant and he was damaging the property and was harassing another tenant. She stated she did not evict the Tenant at that time because she was afraid of what the guest might do. She stated that the Residential Property is always rented out as a seasonal cottage from July to September and she did not intend to rent to the Tenant past June 2023.

- [9] The Landlord stated she had renovations scheduled for July 2023 but her contractor could not start right away. She had an offer to rent the property on a weekly basis until the renovations could be started, so she accepted that offer. She stated she hoped the renovations could start in September 2023.
- [10] The Landlord stated the reason she did not rent out the cottage during the summer of the previous year was because the Landlord was ill. The Landlord decided to renew the lease with the Tenant for another year. She stated she did not discuss with the Tenant that the lease would not be renewed in June 2023 because she had been ill. She stated she notified the Tenant in March 2023 that she would not be renewing the lease because of the renovations and the summer cottage rental. She stated she is licensed under the Tourism Act.

Analysis

- [11] The Tenant is seeking compensation from her former landlord for a bad faith eviction pursuant to subsection 65.(1) of the *Act*. She is seeking \$1000.00 for having to pay rent at two place for June 2023 and for moving costs. 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.

- [12] The Landlord notified the Tenant on March 20, 2023, that the Landlord would not be renewing the tenancy agreement after June 30, 2023. At that time, landlord / tenant relationships were governed by the *Rental of Residential Property Act* (the "Former Act"). The current *Act* did not come into force until April 8, 2023. The Tenant agreed to end the tenancy agreement and she vacated the Residential Property on June 30, 2023.
- [13] 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 parties agreed to end the tenancy agreement on June 30, 2023. 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* 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

- [14] The Application is denied.

IT IS THEREFORE ORDERED THAT

- A. The Application is denied.

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.