

Introduction

- [1] On October 24, 2023, the Landlords filed a Landlord Application to Determine Dispute (Form 2B) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application is seeking:

To request an order directing my tenant to pay outstanding rent; and

To request my tenant vacate the rental unit and ordering the Sheriff to put me into possession of the rental unit.

- [2] Attached to the Application was an Eviction Notice (Form 4A) dated October 3, 2023, effective October 20, 2023, (the "Notice"). The Notice was served for the following reasons:

You have not paid your rent in the amount of \$2000.00 due October 1st 2023.

You have not paid the security deposit \$500 due Sept 30th 2023.

- [3] All relevant documents (including the Notice of Hearing and Evidence Package) were properly served in accordance with subsection 100.(1) of the Act.
- [4] On November 2, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Landlords participated but the Tenants did not participate.
- [5] On November 6, 2023, the Landlords notified the Rental Office that the Tenants had vacated the Residential Property. Therefore, the Officer does not need to make a determination regarding ordering the Sheriff to put the Landlords into possession of the rental unit.

Issue to be Decided

- i. Are the Landlords entitled to rent owed from the Tenants?

Summary of the Evidence

- [6] In February of 2023 the Landlords and the Tenants entered into a written fixed-term tenancy agreement for the Residential Property. The Residential Property consists of a single-family house. Rent is \$2,000.00 due on the first day of the month. A security deposit of \$2,000.00 was required but only \$1,500.00 had been paid. The Tenants vacated prior to November 6, 2023.

Landlords' Evidence and Submissions

- [7] The Landlords stated the Tenants owe rent for October 2023 in the amount of \$2,000.00 and November rent has not been paid either. The Landlords stated they agreed to allow the Tenants to pay the security deposit in installments. \$1,500.00 of the security deposit has been paid but the final installment of \$500.00 which was due by September 30, 2023, has not been paid. The Landlords submitted a copy of the tenancy agreement into evidence which showed the dates the installments of the security deposit were due.
- [8] The Landlords stated they served the Tenants with an eviction notice on September 28, 2023, for other issues but the Landlords only wanted to present evidence with regards to the rent owing and security deposit at the hearing. The Landlords stated they may file an Application with the Rental Office to retain the security deposit for damages. On November 6, 2023, the Landlords notified the Rental Office that the Tenants had vacated the rental unit sometime prior to November 6, 2023.

Tenants' Evidence and Submissions

- [9] The Tenants did not participate in the hearing but did provide a written submission, four photographs, and one video into evidence.

Analysis

Issue i: Are the Landlords entitled to rent owed from the Tenants?

- [10] The Officer notes that the Landlords are seeking an order directing payment of rent for the month of October 2023, 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 Landlords testified the Tenants did not pay any rent for October 2023. The Landlords submitted into evidence a *Notice of Termination by Landlord* (Form 4A) for non-payment of rent in the amount of \$2,000.00. The Tenants provided a written submission, photographs, and a video, into evidence but none of the evidence spoke to the matter of unpaid rent.
- [12] The Officer finds that based on the evidence and testimony of the Landlords that the Tenants owe the Landlords rent in the amount of \$2,000.00 for October 2023.

Conclusion

- [13] The Application is allowed in part.
- [14] The Tenants shall pay the Landlords \$2,000.00 forthwith for outstanding rent upon receipt of this Order.
- [15] Order LD23-509 was served on the parties by email on November 6, 2023.

IT IS THEREFORE ORDERED THAT

- A. The Tenants shall pay the Landlords \$2,000.00 forthwith for outstanding rent upon receipt of this Order.
- B. A certified copy of Order LD23-509 may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 6th day of November, 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.