

## Introduction

- [1] On September 11, 2023, the Tenants 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] On September 28, 2023, the Tenants updated the Application and stated the Tenants were seeking reimbursement for \$11,400.00 in rent, hook-up fees, and for moving expenses.
- [3] On November 14, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Tenants participated in the hearing. The Landlords did not participate.
- [4] All relevant documents (including the Notice of Hearing and Evidence Package) were properly served in accordance with subsection 100.(1) of the *Act*.

## Issue to be Decided

- i. Are the Tenants entitled to compensation for a bad faith eviction?

## Summary of the Evidence

- [5] In February of 2022, the Tenants and a previous landlord entered into a written, fixed-term tenancy agreement for the Residential Property. The Residential Property consists of one half of a duplex ("the Duplex"). Rent was \$1,465.00 due on the first day of the month. A security deposit of \$1,000.00 was paid. The Tenants vacated the property on December 15, 2022.

## Tenants' Evidence and Submissions

- [6] The Tenants submitted 17 pages of evidence including copies of tenancy agreements, copies of text messages, and a copy of an eviction notice. The Tenants stated they are seeking reimbursement for \$11,400.00 in rent, hook-up fees, and for moving expenses as a result of a bad faith eviction.
- [7] The Tenants stated the Landlords evicted them in bad faith. They stated they were given an eviction notice by their previous landlord stating the purchaser required the Residential Property for themselves and their spouse. They were served the notice on November 19, 2022, with a vacate date of February 1, 2023. The Tenants stated they secured a new rental property and vacated on December 15, 2022. The Tenants stated they were not served with a copy of an Affidavit.
- [8] The Tenants stated the Landlords never moved into the Residential Property. The Tenants stated they have been in contact with "H.M." who lives in the other half of the Duplex. H.M. told the Tenants that the Landlords never moved into the Residential Property and there have been several renters coming and going from the rental unit. H.M. told the Tenants that she was advised by a real estate agent that the Landlords were not going to be moving into the property.
- [9] The Tenants spoke to the current renters of the Residential Property who stated that M.Z. is their landlord and they pay \$1,700.00 per month for rent. The Tenants stated that the Landlords submitted that M.Z. is the owner of the property and the Landlords were using the Residential Property as a short-term rental.

### Landlords' Evidence and Submissions

- [10] The Landlords submitted 13 pages of evidence including a written submission and a copy of a purchase and sale agreement. The Landlords did not participate in the hearing.
- [11] The Landlords submitted they have never met the Tenants and are unsure why the Tenants are seeking compensation. The Landlords submitted the Residential Property required redecorating after the Tenants vacated and they then started a "short-term rental business like Airbnb." The Landlords submitted they have lived in the Residential Property since October 1, 2023.

### Analysis

- [12] The Officer begins by referencing the relevant law for the Application. Subsection 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.*

- [13] The Tenants stated that they vacated the Residential Property on December 15, 2022, and they are seeking reimbursement for \$11,400.00 in compensation as a result of a bad faith eviction.
- [14] 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 Tenants were evicted pursuant to the *Rental of Residential Property Act* (the "Former Act"), which was in force until it was repealed on April 8, 2023.
- [15] The Island Regulatory and Appeals Commission stated in Order LD23-48:
- While the Landlord did serve a Form 4 back in October 2022 pursuant to subsection 8.(d)(3) of the Rental of Residential Property Act (the "old Act"), section 65 of the RTA does not provide any transitional provisions to permit claims for compensation under the RTA to apply to past evictions under the old Act. Accordingly, the Tenant's application for compensation for an alleged bad faith eviction is denied.*
- [16] In this case, the Tenants were not evicted under any of the sections prescribed (62, 63, or 64) and there are no transitional provisions in the current *Act* permitting the Tenants to seek a remedy under the current set of facts. Therefore, the Officer finds that the Tenants are not entitled to a remedy under subsection 65.(1) of the *Act* and the Application is denied.

### Conclusion

- [17] The Application is denied.
- [18] Order LD23-544 was served on the parties by email on November 22, 2023.

**IT IS THEREFORE ORDERED THAT**

A. The Application is denied.

**DATED** at Charlottetown, Prince Edward Island, this 22nd day of November, 2023.

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(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.