

Introduction

- [1] On November 20, 2023, the Landlord filed a Landlord Application to Determine Dispute (Form 2B) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application is requesting the Tenant pay outstanding rent in the amount of \$1,900.00.
- [2] On November 30, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Landlord and the Tenant participated.
- [3] 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. Is the Landlord entitled to payment for outstanding rent?

Summary of the Evidence

- [4] In December of 2021 the parties entered into a written fixed-term tenancy agreement. Rent is \$950.00 due on the first day of the month. A security deposit of \$600.00 was paid.

Landlord's Evidence and Submissions

- [5] The Landlord submitted a two-page written submission into evidence. The Landlord testified the Tenant owes rent for October 2023 and November 2023 in the amount of \$950.00 x 2, totaling \$1,900.00. The Landlord is waiting for an appeal decision from the Island Regulatory and Appeals Commission regarding eviction of the Tenant.

Tenant's Evidence and Submissions

- [6] The Tenant did not submit any evidence prior to the hearing. The Tenant stated that she does owe \$1,900.00 in rent for October 2023 and November 2023. The Tenant stated she is looking for another place to move to and she wants to pay the outstanding rent to the Landlord when she can.

Analysis

- [7] The Application is made in accordance to section 75 of the *Act* and is seeking payment of outstanding rent. In such applications it is the landlord's burden or onus to prove, on a balance of probabilities, any and all claims made in the Application.
- [8] The Officer begins by referencing the relevant law for the Application. The *Act* states:

Tenant shall pay rent when due

19. (1) A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

- [9] The parties agreed the Tenant did not pay rent for October 2023 or November 2023 in the amount of \$950.00 x 2. The Officer finds that the Landlord has established he is entitled to payment for outstanding rent in the amount of **\$1,900.00**.

[10] Subsection 85.(1)(b) of the *Act* states:

After hearing an application, the Director may make an order

directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord.

Conclusion

[11] The Application is allowed.

[12] The Tenant shall pay the Landlord \$1,900.00 on or before December 31, 2023.

[13] Order LD23-565 was served on the parties by email on December 1, 2023.

IT IS THEREFORE ORDERED THAT

A. The Tenant shall pay the Landlord \$1,900.00 on or before December 31, 2023.

DATED at Charlottetown, Prince Edward Island, this 1st day of December, 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.