

Introduction

- [1] On November 21, 2023, the Landlord filed a *Landlord Application to Determine Dispute* (Form 2(B)) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application is seeking an order directing the Tenant to pay outstanding rent. The Application also requests vacant possession of the Rental Unit and an order for the Sheriff to put the Landlord in possession, which is the subject of Order LD23-579.
- [2] Attached to the Application was an *Eviction Notice* (Form 4(A)) (the "Notice") dated October 15, 2023, effective November 4, 2023. The Notice was given to the Tenant for the following reason:
- You have not paid your rent in the amount of \$4,300.00 (\$2,150 September and \$2,150 October).*
- [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 December 5, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). A representative for the Landlord (the "Representative") participated in the hearing. The Tenant did not participate in the hearing. The Rental Office telephoned the Tenant, left a message, sent an email, and waited ten minutes before proceeding with the hearing.

Issue to be Decided

- i. Does the Tenant owe rent to the Landlord?

Summary of the Evidence

- [5] In January 2023, the Landlord and the Tenant entered into a written month-to-month tenancy agreement for the Residential Property. The Residential Property is one-half of a duplex. Rent is \$2,150.00 due on the first day of the month. A security deposit of \$2,150.00 was required and paid.

Landlord's Evidence and Submissions

- [6] The Landlord submitted 25 pages of documentary evidence, including written arguments, copies of email exchanges with the Tenant, and copies of bank records.
- [7] The Representative testified that the Tenant owes rent in the amount of \$4,300.00. The Landlord submitted copies of bank records which showed that the Tenant did not pay rent for the months of May 2023 or August 2023. The Landlord credited payments in the following months to the outstanding rent owed for May and August 2023, meaning that the Tenant has not paid rent for the two months of October and November 2023.
- [8] The Landlord submitted copies of email exchanges with the Tenant, in which the Tenant acknowledges owing rent and requests accommodation to make payments.
- [9] The Representative testified that she provided the Tenant with Notice by email on October 15, 2023, with an effective vacate date of November 4, 2023. On November 4, 2023, the Landlord and the Tenant signed an agreement to extend the Tenant's vacate date to December 4, 2023. The Landlord submitted a copy of this agreement into evidence. The Representative testified that as of December 5, 2023, the Tenant still has not vacated the Residential Property.

Tenant's Evidence and Submissions

- [10] The Tenant did not participate in the hearing or submit any documentary evidence.

Analysis

[11] The Officer notes subsection 19.(1) of the *Act*, which states:

19. Tenant shall pay rent when due

(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.*

[12] The Officer finds that based on the evidence, specifically, the copies of the Landlord's bank records and the undisputed testimony of the Representative, the Landlord has established that the Tenant has not paid any rent for the two months of October and November 2023. The Officer finds that the amount of rent owing from October 1, 2023, to November 30, 2023, is \$4,300.00.

[13] Sub-subsection 85.(1)(b) of the *Act* 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.*

[14] The Officer finds that the Tenant shall pay the Landlord in the amount of \$4,300.00, on or before January 8, 2023. The Officer's calculations are as follows:

| Item | Amount |
|--|-------------------|
| Rent: October 1, 2023 – October 31, 2023 | \$2,150.00 |
| Rent: November 1, 2023 – November 30, 2023 | \$2,150.00 |
| Total | \$4,300.00 |

Conclusion

[15] The Application is allowed.

[16] The Tenant shall pay the Landlord \$4,300.00, on or before January 8, 2023.

[17] **Order LD23-580 was served on the parties by e-mail on December 8, 2023.**

IT IS THEREFORE ORDERED THAT

A. The Tenant shall pay the Landlord \$4,300.00, on or before January 8, 2023.

B. A certified copy of Order LD23-580 may be filed in the Supreme Court and enforced by Sheriff Serviced as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 8th day of December, 2023.

(sgd.) Colin Trewin

Colin Trewin
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.