

## Introduction

- [1] On November 27, 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 Tenants to pay outstanding rent in the amount of **\$2,500.00**.
- [2] On December 14, 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 Tenants did not participate in the hearing. The Rental Office telephoned the Tenants, left a message, sent an email, and waited ten minutes before proceeding with the hearing.

## Issue to be Decided

- i. Do the Tenants owe rent to the Landlord?

## Summary of the Evidence

- [3] The Tenants first occupied the Residential Property around the end of September 2023. The parties had intended to sign and enter into a written fixed-term agreement, which would begin on October 1, 2023, although no agreement was signed. Rent was \$1,250.00 due on the first day of the month. A security deposit of \$1,250.00 was required, however, the Tenants did not pay it.

### Landlord's Evidence and Submissions

- [4] The Landlord submitted 7 pages of documentary evidence including written arguments and a copy of Order LD23-539 issued on November 20, 2023, which involved the same parties.
- [5] In Order LD23-539, the Rental Officer found that a tenancy agreement had been in place between the Landlord and Tenants. The Landlord terminated the tenancy agreement due to non-payment of rent and the security deposit. The Rental Officer heard testimony from both parties and found that as of the date of the hearing, November 16, 2023, the Tenants had not paid rent to the Landlord for the duration of the tenancy. The Tenants were ordered to vacate the Residential Property on or before November 30, 2023.
- [6] The Representative testified that he never received any rent from the Tenants at any point during the tenancy. On November 27, 2023, the Landlord filed the Application seeking an order directing the Tenants to pay outstanding rent.
- [7] The Representative testified that the Tenants vacated the Residential Property a day or two before November 30, 2023.

### Tenants' Evidence and Submissions

- [8] The Tenants did not submit any documentary evidence and did not participate in the hearing.

## Analysis

- [9] 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.*

- [10] The Officer notes the undisputed testimony of the Representative that the Tenants did not pay any rent to the Landlord. The Officer further notes the findings of the Officer in Order LD23-539. Both parties attended and provided testimony at that hearing. The Officer determined that there was a tenancy agreement in place and the Landlord validly issued an eviction notice for non-payment of rent. As such, the Tenants were ordered by the Officer to vacate the Residential Property on or before November 30, 2023. The Officer notes that the Tenants vacated shortly before November 30, 2023, and that the Tenants did not appeal Order LD23-539.
- [11] The Officer notes that while the Landlord did not provide the best evidence of a rental ledger or redacted bank records, this was frustrated by the fact the Tenants never submitted any payment at all to the Landlord. The Officer finds that based on the totality of the evidence, the Landlord has established that the Tenants owe rent from October 1, 2023, to November 30, 2023, in the amount of \$2,500.00.
- [12] 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.*

- [13] The Officer finds that the Tenants shall pay the Landlord in the amount of \$2,500.00, on or before January 15, 2023. The Officer's calculations are as follows:

Item	Amount
Rent: October 1, 2023 – October 31, 2023	\$1,250.00
Rent: November 1, 2023 – November 30, 2023	\$1,250.00
<b>Total</b>	<b>\$2,500.00</b>

**Conclusion**

- [14] The Application is allowed.
- [15] The Tenants shall pay the Landlord \$2,500.00, on or before January 31, 2024.
- [16] **Order LD23-003 will be served on the parties by e-mail on January 3, 2024.**

**IT IS THEREFORE ORDERED THAT**

- A. The Tenants shall pay the Landlord \$2,500.00, on or before January 31, 2024.
- B. A certified copy of Order LD23-003 may be filed in the Supreme Court and enforced by Sheriff Serviced as permitted by the *Act*.

**DATED** at Charlottetown, Prince Edward Island, this 3rd day of January, 2024.

(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.