

Introduction

- [1] On November 22, 2023, the Tenant filed a Tenant Application to Determine Dispute (Form 2A) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application was filed to request compensation as a result of an eviction and for loss of internet service.
- [2] Attached to the Application was an Eviction Notice (Form 4(B)) (the "Notice") dated August 30, 2023, effective October 31, 2023. The Notice was given to the Tenant for the following reason:
- A buyer wants possession of the rental unit for: buyer.*
- [3] All documents (including the Notice of Hearing and Evidence Package) were properly served to the parties in accordance with subsection 100(1) of the *Act*.
- [4] On January 23, 2024, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Landlords and the Tenant participated.

Issue to be Decided

- i. Is the Tenant entitled to compensation?

Summary of the Evidence

- [5] In August of 2020, the Tenant and a previous landlord entered into a verbal month-to-month tenancy agreement for the Residential Property. The Residential Property was later purchased by the current Landlords. Rent was \$875.00 due on the first day of the month. A security deposit was not required. The Tenant vacated on October 31, 2023, as a result of an eviction notice for personal occupation by the Landlords.

Tenant's Evidence and Submissions

- [6] The Tenant submitted several pages of documentary evidence which included text messages between the Tenant and the previous landlord.
- [7] The Tenant stated he was evicted by the Landlords to allow the Landlords to move into the Residential Property. He is requesting compensation for being evicted in the amount of one month's rent and moving expenses as stated in Section 62 of the *Act*.
- [8] The Tenant stated the verbal tenancy agreement he had with the previous landlord included all utilities, including internet. The previous landlord had internet and provided the Tenant with the wifi password. Text messages were provided between the Tenant and previous Landlord showing that wifi was included in the tenancy agreement. When the current Landlords bought the property, they refused to provide the Tenant with internet and it cost the Tenant \$60.00 per month for September and October 2023, totaling \$120.00 for his own internet. He is requesting reimbursement for his internet costs.

Landlords' Evidence and Submissions

- [9] The Landlords submitted several pages of documentary evidence including photographs and a video of the Residential Property, messages between the parties, and a written submission. They stated the Tenant smoked in the rental unit, left it in an unclean state, and it will cost the Landlords approximately \$5,000.00 in cleaning and repairs.

- [10] The Tenant verbally agreed to move out after the Landlords bought the Residential Property. The Landlords gave the Tenant extra time to vacate and believed the parties had a “gentleman’s handshake” for the Tenant to leave. An eviction notice was served on the Tenant on August 30, 2023, to vacate by October 31, 2023. The Landlords stated the Tenant is now looking for a “payday.”
- [11] The Landlords’ realtor told them utilities were included in the tenancy agreement but nothing was stated about internet. They believed the information they received from their realtor so they did not offer internet to the Tenant. If there was a miscommunication between the seller and the realtors then it is not the Landlords’ fault.
- [12] After a text conversation between the parties on August 30, 2023, the Tenant stated “Okay, I understand. You won’t hear anything about the [internet] from me.” The Landlords stated this text message meant the Tenant was no longer seeking to have the Landlords provide internet and he should not be compensated as a result.

Analysis

Issue i: Is the Tenant entitled to compensation?

- [13] The Application is to request compensation as a result of an eviction and for loss of internet service. In such applications, it is the person(s) making the application to prove, on a balance of probabilities, their entitlement for reimbursement. This means the applicant must provide sufficiently clear and convincing evidence to prove their entitlement.
- [14] The Act states:

This Act cannot be avoided

5. Except as provided in this Act, a waiver or release by a tenant of the rights, benefits or protections under this Act is void and of no effect.

Landlord’s notice for landlord’s use of property

62.(1) A landlord who is an individual may end a tenancy by giving a notice of termination if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by

(a) a landlord.

Compensation for personal use

72. A landlord shall compensate a tenant who receives a notice of termination of a tenancy under section 62 or 63 in an amount equal to one month’s rent plus reasonable moving expenses in accordance with the regulations or offer the tenant another rental unit acceptable to the tenant.

- [15] Subsection 6.(1) of the *Residential Tenancy Regulations* (the “Regulations”) state:

For the purposes of subsections 70(1) and (2) and sections 71 and 72 of the Act, reasonable moving expenses are the lesser of the actual expenses of the move or one month’s rent.

- [16] The Officer finds the Tenant has established he is entitled to compensation in the amount of one month's rent equaling \$875.00. The evidence establishes the Tenant was evicted for the Landlords' own use according to subsection 62.(1)(a) of the *Act*. Section 72 states a tenant is entitled to one month's rent if they have received a notice of termination under section 62.(1)(a). Although the Landlords stated the parties had a "gentleman's handshake" regarding the eviction, section 5 of the *Act* states a Tenant cannot waive their rights or benefits under the *Act*. This part of the Application is allowed.
- [17] The Officer does not find the Tenant has established he is entitled to moving expenses in accordance with the *Act* or the *Regulations*. No evidence was submitted by Tenant, such as receipts or invoices, to quantify or establish any moving expenses he incurred as a result of the termination of the tenancy agreement. This part of the Application is denied.
- [18] The Officer does not find the Tenant has established he is entitled to compensation for internet costs. The Officer notes the Tenant has provided documentary evidence showing that internet was included in the tenancy agreement with the prior landlord. However, no documentary evidence was submitted by the Tenant, such as bills or invoices, to quantify or establish any costs that he had incurred for internet service with the current Landlord. This part of the Application is denied.

Conclusion

- [19] The Application is allowed in part.
- [20] The Tenant is entitled to the equivalent of one month's rent in the amount of **\$875.00**.
- [21] The Landlords shall pay the Tenant **\$875.00** on or before March 1, 2024.

IT IS THEREFORE ORDERED THAT

- A. The Landlords shall pay the Tenant **\$875.00** on or before March 1, 2024.

DATED at Charlottetown, Prince Edward Island, this 24th day of January, 2024.

(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.