

## Introduction

- [1] On February 8, 2024, the Landlord filed a *Landlord Application to Determine Dispute* (Form 2(B)) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The purpose of the Application is to request the Tenant to pay outstanding rent and for the Sheriff to put the Landlord into possession of the rental unit.
- [2] Attached with the Application was an *Eviction Notice* (Form 4(A)) (the "Notice"), effective January 20, 2024. The Notice was given to the Tenant for the following reasons:
- You have not paid your rent in the amount of \$1350.00.*  
*You have not paid the security deposit.*
- [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 February 20, 2024, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Landlord participated in the hearing, however, the Tenant did not participate.

## Issues to be Decided

- i. Does the Tenant have to vacate the Residential Property due to the Notice?
- ii. Does the Tenant owe the Landlord rent?

## Summary of the Evidence

- [5] In December of 2023, the parties entered into a verbal month-to-month tenancy agreement for the Residential Property. Rent is \$1,350.00 due on the 5th day of the month. A security deposit of \$1,350.00 was required but was not paid.

### Landlord's Evidence and Submissions

- [6] The Landlord submitted two pages of utility bills into evidence along with the Notice. The Landlord stated the Tenant has not paid any rent since moving in, which includes December 2023, January 2024, and February 2024, totaling \$4,050.00, and he has not paid the security deposit. The Tenant was required to put the utilities into his own name but failed to do so, and currently owes the Landlord \$503.77 in outstanding utility bills. The Landlord stated he has reminded the Tenant several times about the outstanding payments but the Tenant has not paid anything to the Landlord. The Landlord would like possession of the rental unit and for the Tenant to pay the outstanding amounts.

### Tenant's Evidence and Submissions

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

## Analysis

### Issue i: Does the Tenant have to vacate the Residential Property due to the Notice?

[8] The Officer begins by referencing the relevant law for the Application. The *Act* 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.*

**60. Landlord's notice for non-payment of rent**

(1) *A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.*

(6) *A landlord may treat unpaid utilities as unpaid rent and may give a notice of termination under this section where*

(a) *A tenancy agreement requires the tenant to pay utility charges to the landlord; and*

(b) *The utility charges are unpaid more than one month after the tenant is given a written warning.*

**61. Landlord's notice for cause**

(1) *A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*

(a) *the tenant does not pay the security deposit within 10 days of the date it is required to be paid under the tenancy agreement.*

[9] The Officer finds that the Landlord has provided sufficient evidence, specifically the undisputed testimony of the Landlord and the outstanding utility bills, to establish that the Tenant has breached subsection 60.(1) and 60.(6) of the *Act* by failing to pay rent for December 2023, January 2024, and February 2024, and by failing to pay the required utility bills.

[10] The Officer further finds that the Landlord has provided sufficient evidence, specifically the undisputed testimony of the Landlord, to establish that the Tenant has breached subsection 61.(1)(a) of the *Act* by failing to pay the security deposit.

[11] The Officer finds that based on the evidence presented the Landlord has established valid grounds for terminating the tenancy agreement.

### Issue ii: Does the Tenant owe the Landlord rent?

[12] The Officer finds that the Landlord has provided sufficient evidence, specifically the undisputed testimony of the Landlord and the outstanding utility bills, to establish that the Landlord is entitled to rent owing (\$4,050.00) and outstanding utilities (\$503.77), totaling \$4,553.77.

**Conclusion**

- [13] The Notice is valid and the Application is allowed.
- [14] The tenancy agreement between the parties shall terminate effective 5:00 p.m. on February 29, 2024. The Tenant shall vacate the Residential Property by this time and date.
- [15] The Tenant shall pay the Landlord \$4,553.77 on or before March 31, 2024.

**IT IS THEREFORE ORDERED THAT**

- A. The tenancy agreement between the parties shall terminate effective 5:00 p.m. on February 29, 2024. The Tenant shall vacate the Residential Property by this time and date.
- B. The Tenant shall pay the Landlord \$4,553.77 on or before March 31, 2024.
- C. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Act.

**DATED** at Charlottetown, Prince Edward Island, this 22nd day of February, 2024.

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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 **7 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.