

Introduction

- [1] On February 21, 2024, the Landlord filed a *Landlord Application to Determine Dispute* (Form 2(B)) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application seeks that the Tenant and all occupants vacate the Rental Unit, and to order the Sheriff to put the Landlord into possession of the Rental Unit pursuant to clause 51(4)(b) of the *Residential Tenancy Act* (the "Act"), which is the subject of Order **LD24-087**. The Application also requests a monetary order for the Tenant to pay outstanding rent pursuant to clause 19.(1) of the *Act*, which is the subject of this Order.
- [2] Attached with the Application was an *Eviction Notice* (Form 4(A)) (the "Notice") dated January 24, 2024, effective February 13, 2024. The Notice was given to the Tenant for the following reason:
- You have not paid your rent in the amount of \$1,770.42.*
- [3] All relevant documents (including the Application, Notice of Hearing and Evidence Package) were properly served in accordance with clause 100(1) of the *Act*.
- [4] On March 7, 2024, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). A representative appeared on behalf of the Landlord (the "Representative"). The Tenant did not participate in the hearing. The Tenant contacted the Rental Office on March 8, 2024, stating she thought the hearing was cancelled due to the weather.

Issue to be Decided

- i. Does the Tenant owe the Landlord rent?

Summary of the Evidence

- [5] On May 1, 2023, the parties entered into a written month-to-month tenancy agreement for the Rental Unit. The Rental Unit is situated in a multi-unit building (the "Residential Property"). Rent is \$1,442.00 due on the first day of each month. A security deposit of \$1,400.00 was required and paid.

Landlord's Evidence and Submissions

- [6] The Representative testified the Tenant notified the Representative she was moving out of the Rental Unit but her son would be remaining in the rental unit and paying the rent. The Representative stated he told the Tenant to have her son speak to him about potentially taking over the tenancy agreement. The Representative stated the Tenant's son has not spoken to him and there is rent owing for December 2023 for \$300.00, and January, February, and March 2023 in the amount of \$1,442.00 x 3, totaling \$4,626.00.
- [7] The Representative stated he has observed the Tenant's son come and go from the Rental Unit. He has also observed the Tenant coming and going from the rental unit and he is unsure if the Tenant actually moved out or not. The Representative submitted a copy of a rental ledger and e-transfer notices into evidence. The Representative stated he has received no updates from the Tenant or her son and he still considers the tenancy agreement with the Tenant in effect.

[8]

Tenant's Evidence and Submissions

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

Analysis

Issue i: Does the Tenant owe the Landlord rent?

- [10] The Application is made pursuant to clause 75 of the *Act* and seeks an order directing the Tenant to pay outstanding rent. 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.*

- [11] After reviewing the documentary evidence and undisputed testimony of the Representative, the Officer finds that the Landlord has provided sufficient evidence, specifically the testimony of the Representative and the Landlord's rental ledger, to establish that the Tenant owes the Landlord \$4,626.00 in outstanding rent for December 2023, January 2024, February 2024, and March 2024.

- [12] Clause 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.*

Conclusion

- [13] The Application is allowed.
- [14] The Tenant must pay the Landlord \$4,626.00 on or before April 30, 2024.
- [15] The Landlord will prorate the Tenant for any days the Tenant does not occupy the Rental Unit in March 2023.
- [16] As noted above, the Landlord's request for possession of the Rental Unit is the subject of Order LD24-087.

IT IS THEREFORE ORDERED THAT

- A. The Tenant must pay the Landlord \$4,626.00 on or before April 30, 2024.
- B. The Landlord will prorate the Tenant for any days the Tenant does not occupy the Rental Unit in March 2023.

DATED at Charlottetown, Prince Edward Island, this 15th day of March, 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.