

Introduction

- [1] On January 8, 2024, the Tenant filed a *Landlord Application to Determine Dispute* (Form 2(B)) (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking to make a claim for rent owing against the Subtenant pursuant to clause 19.(1) of the *Residential Tenancy Act* (the "Act").
- [2] All documents (including the Application, Notice of Hearing and Evidence Package) were properly served to the parties in accordance with subsection 100.(1) of the *Act*.
- [3] On February 27, 2024, a teleconference hearing was held before the Residential Tenancy Officer (the "Officer"). The Tenant participated in the hearing, however the Subtenant did not participate.
- [4] The Officer determined at the start of the hearing that the parties were Tenant and Subtenant, and not co-tenants. The Tenant confirmed he had a tenancy agreement with the Landlord and the Subtenant paid rent to the Tenant and the Tenant paid rent to the Landlord. Therefore, the Officer has jurisdiction under the *Act* to make a determination regarding the Application.

Issue to be Decided

- i. Does the Subtenant owe the Tenant rent?

Summary of the Evidence

- [5] On September 14, 2023, the parties entered into a verbal month-to-month tenancy agreement for the Rental Unit. Rent was \$725.00 due on the first day of the month. A security deposit was not required. The Subtenant vacated on December 1, 2023.

Tenant's Evidence and Submissions

- [6] The Tenant submitted several pages of documents into evidence including messages between the parties, utility bills, and e-transfer notices. The Tenant stated he needed a new roommate after his old roommate moved out and the Subtenant agreed to pay \$725.00 per month and split the cost of internet and electricity. The Tenant stated he pays the Landlord \$1,250.00 per month.
- [7] The Tenant stated the Subtenant packed some belongings on December 1, 2023, and told the Tenant he was going on a trip to check out a new school. On December 7, 2023, the Subtenant notified the Tenant he would not be returning and the Tenant could sell the remainder of the Subtenant's belongings for the money that was owed. The Tenant stated there was nothing of value that he could sell.
- [8] The Tenant stated the Subtenant failed to pay part of November 2023's rent in the amount of \$355.00. The Subtenant also failed to pay part of the internet and electricity bills in the amount of \$70.00. The Tenant stated the Subtenant also damaged some of the Tenant's personal items in the amount of \$36.00.

Tenant's Evidence and Submissions

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

Analysis

Issue i: Does the Subtenant owe the Tenant rent?

[10] The Application is made in accordance to section 75 of the *Act*. In such applications it is the person making the claim that has the burden to prove, on a balance of probabilities, any and all claims made. This means that the party must provide the decision-maker sufficiently clear and convincing evidence to prove their claim(s). The relevant law is as follows:

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.*

Unpaid utilities

60.(6) *A landlord may treat unpaid utility charges as unpaid rent ...*

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.*

[11] After reviewing the documentary evidence and undisputed testimony of the Tenant, the Officer finds that the Tenant has provided sufficient evidence, specifically the testimony of the Tenant and the submitted documentary evidence, to establish that the Subtenant owes the Tenant \$355.00 in outstanding rent for November 2023 and \$70.00 in unpaid utilities, totaling \$425.00. This part of the Application is allowed.

[12] The Officer does not find that the Tenant has provided sufficient evidence, such as documentary or photographic evidence, to establish that the Subtenant was the cause of the Tenant's damaged personal items. This part of the Application is denied.

Conclusion

[13] The Application is allowed in part.

[14] The Subtenant shall pay the Tenant the outstanding rent in the amount of \$425.00 on or before April 15, 2024.

IT IS THEREFORE ORDERED THAT

A. The Subtenant shall pay the Tenant the outstanding rent in the amount of \$425.00 on or before April 15, 2024.

DATED at Charlottetown, Prince Edward Island, this 14th 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.