

## Introduction

- [1] On April 25, 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 pay outstanding rent pursuant to the *Residential Tenancy Act* (the "Act"), which is the subject of this Order.
- [2] The Application also requests the Tenant to vacate the Rental Unit which is the subject of **Order LD24-167**.
- [3] Attached with the Application was an *Eviction Notice* (Form 4(A)) (the "Notice") dated April 5, 2024, for effect April 25, 2024. The Notice was given to the Tenant for the following reasons:
- i. *You have not paid your rent in the amount of \$700.00; and*
  - ii. *You have not paid the security deposit.*
- [4] On May 16, 2024, at 1:00 p.m., a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). A Landlord representative (the "Representative") and legal counsel for the Landlord appeared, representing the Landlord. The Tenant along with a Tenant Witness appeared representing the Tenant.

## Issue to be Decided

- i. Does the Tenant owe the Landlord rent?

## Summary of the Evidence

- [5] On March 1, 2024, the parties entered into an oral month-to-month tenancy agreement for the Rental Unit, which consists of a room rental and shared common spaces. Rent is \$700.00 due on the first day of the month. A security deposit of \$700.00 was required to be paid, however the parties are disputing if it had been paid.

### Landlord's Evidence and Submissions

- [6] The Representative stated that rent for March 2024 in the amount of \$700.00 was paid by the Tenant in cash. He stated the Tenant did not pay the security deposit or rent for April or May. The Representative stated if the Tenant wished to pay rent for April or May then it could be sent via e-transfer to the Landlord as opposed to paying cash to the Representative.

### Tenant's Evidence and Submissions

- [7] The Tenant and Tenant Witness evidence is as follows. The Tenant paid rent for March 2024 and the security deposit in cash to the Representative but the Tenant was not provided with any receipts. The Tenant does not have any documentation to show that he paid the rent or security deposit. The Tenant did not pay rent for April or May because the Representative refused to provide receipts. The Tenant will e-transfer April's rent and the Landlord can use the security deposit for May's rent.

### Post Hearing Evidence and Submissions

- [8] The Landlord's legal counsel emailed the Rental Office on May 21, 2024, and stated that as of that date, no further rent had been paid by the Tenant. The Tenant was provided the opportunity to reply to this submission by 12:00 pm on May 23, 2024, however no reply was received.

## Analysis

### Does the Tenant owe the Landlord rent?

[9] The Application seeks an order directing the Tenant to pay outstanding rent. In such matters it is the landlord's burden to prove, on a balance of probabilities, the claims made in the Application. This means the landlord must provide the decision-maker with sufficiently clear and convincing evidence to support their claims. 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.*

[10] The Officer finds that the evidence establishes that the Tenant did not pay rent for April 2024 or May 2024, in the amount of \$700.00 x 2 = \$1,400.00. Both parties agreed that rent had not been paid for April or May, however the Tenant stated he would pay the rent for April by e-transfer after the hearing. As of the date of this Order, there has been no evidence that rent for April or May has been paid. The Officer finds that the Landlord has established the Tenant owes the Landlord \$1,400.00 in rent.

## Conclusion

[11] The Application is allowed.

[12] The Tenant shall pay the Landlord \$1,400.00 by June 12, 2024.

## IT IS THEREFORE ORDERED THAT

A. The Tenant shall pay the Landlord \$1,400.00 by June 12, 2024.

**DATED** at Charlottetown, Prince Edward Island, this 23rd day of May, 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.