

Introduction

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On May 23, 2024 the Landlord filed an amended *Landlord Application to Determine Dispute (Form 2(B))* (the “Application”) with the Residential Tenancy Office (the “Rental Office”). The Application included a claim for rent owing, which is the subject of this decision. The Application also seeks vacant possession of the Rental Unit and an order for the Sheriff to put the Landlord in possession, which is the subject of Order LD24-185.
- [3] On May 23, 2024 a representative of the Landlord (the “Representative”) e-mailed and taped a copy of the amended Application to the Rental Unit’s door.
- [4] The Application was supported by an *Eviction Notice (Form 4(A))* (the “Notice”).
- [5] The Notice dated May 1, 2024 effective May 22, 2024 was served by the Representative to the Tenant on May 2, 2024 by hand-delivery for the following reasons:
- You have not paid your rent in the amount of \$2,400.00; and
You are repeatedly late in paying rent.*
- The particulars of termination state:
“For the second month in three months you have been a tenant you have not paid rent on time. You were 18 days late in March and only paid out of threat of eviction. Now again.”*
- [6] On May 28, 2024 the Rental Office mailed the parties notice of a teleconference hearing (the “Notice of Hearing”), along with a copy of the amended Application. On May 29, 2024 the Representative taped the Notice of Hearing to the Rental Unit’s door.
- [7] On June 3, 2024 the Rental Office e-mailed the EP to the parties. On June 4, 2024 the Representative taped the EP to the Rental Unit’s door. The EP contains 47-pages of documents submitted by the Landlord.
- [8] On June 6, 2024 at 9:00 a.m. a teleconference hearing was held before the Residential Tenancy Officer (the “Officer”). The Representative and the Tenant participated.

Preliminary Matter I – Amendment to the Application to include June 2024 rent

- [9] At the hearing, the Representative requested to amend the amended Application to include the rental arrears for June 2024. The Tenant did not object to the requested amendment. The Officer accepted the request, and amended the Application.

Preliminary Matter II – Amendment to the Application to remove a party

- [10] The tenancy agreement includes two tenants. The Application names these two tenants as respondents.
- [11] The Representative served all the documents as stated above with the belief that both tenants were living in the Rental Unit. However, at the hearing, the Tenant stated that the other tenant vacated the Rental Unit sometime in March 2024.
- [12] After the hearing, the Officer requested confirmation that the other tenant was served all the documents stated above. The Representative could not confirm this because he did not have contact information for the other tenant.

- [13] On June 11, 2024 the Tenant confirmed in writing that she believed the other tenant abandoned the tenancy agreement. The Tenant acknowledged that she is the sole tenant on the tenancy agreement and is solely responsible for the findings of Orders LD24-185 and LD24-186.
- [14] On June 12, 2024 the Representative confirmed in writing, that he did not object to releasing the other tenant from the tenancy agreement.
- [15] The Officer permitted the amendment to the Application to remove the other tenant (the other respondent) from the Application.

Issue

- i. Does the Tenant owe rent to the Landlord?

Summary of the Evidence

- [16] On February 9, 2024 the parties entered into a written, fixed-term tenancy agreement for the period of March 1, 2024 to February 28, 2025. Rent is \$2,400.00 due on the first day of the month. A security deposit of \$2,400.00 was paid on February 9, 2024.

Landlord's Evidence and Submissions

- [17] The Landlord submitted 33-pages of documents into evidence including: a copy of the amended Application, photographs of proof of service, the Notice, another *Eviction Notice* (without a date), a copy of the tenancy agreement, a summary of the Tenant's rent payment history, e-transfer receipts, and text messages.
- [18] The Representative stated that the Tenant moved into the Rental Unit on March 1, 2024 and did not pay rent. He served an *Eviction Notice* on March 8, 2024 for non-payment of rent. The Representative stated that on March 18, 2024 the Tenant paid the full amount of March's rent.
- [19] The Representative stated that on March 28, 2024 the Tenant paid April 2024 rent in full.
- [20] The Representative stated that the Tenant did not pay May 2024 rent on May 1, 2024. On May 2, 2024 he served the Notice to the Tenant for non-payment of rent and repeatedly late paying rent.
- [21] The Representative stated that on May 2, 2024 the Tenant paid \$500.00 and on May 6, 2024 the Tenant paid another \$500.00. The Tenant made no further rent payments.
- [22] The Representative stated that currently the Tenant owes \$3,800.00 in rental arrears. This includes \$1,400.00 for rental arrears in May 2024 and \$2,400.00 in rental arrears for June 2024.

Tenant's Evidence and Submissions

- [23] The Tenant did not dispute owing the rental arrears submitted by the Representative. The Tenant stated that her co-tenant moved out of the Rental Unit three weeks into March 2024. The Tenant stated that due to this, along with troubles with employment, she fell on financial hardship.
- [24] The Tenant stated that she is now employed full-time and is about to be approved for a rent subsidy. The Tenant stated that she will pay the rental arrears soon.
- [25] The Tenant provided additional submissions regarding other issues at the Rental Unit which are not subject to the amended Application.

Analysis & Conclusion

- [26] In Order LD24-185, the Officer found that the Tenant must vacate the Rental Unit by 5:00 p.m. on June 26, 2024.
- [27] The evidence establishes that the Tenant owed the Landlord \$1,400.00 as of May 31, 2024. Further, the Officer approved an amendment of the amended Application to include rental arrears for June 2024, an additional amount of \$2,080.00 (26 days divide 30 days in June multiply \$2,400.00).
- [28] The Officer finds that the Application is valid. The Tenant must pay the Landlord rent, in the amount of \$3,480.00, by the timeline below.
- [29] This Order will be served to the parties by e-mail.

IT IS THEREFORE ORDERED THAT

- A. The Tenant must pay the Landlord the amount of \$3,480.00 by July 12, 2024.

DATED at Charlottetown, Prince Edward Island, this 12th day of June, 2024.

(sgd.) Cody Burke

Cody Burke
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals 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.