

INTRODUCTION

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On May 21, 2024, the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Residential Tenancy Office (the “Rental Office”). The Tenant Application seeks to dispute three *Eviction Notices (Form 4 (A))* (the “First Notices”). The First Notices were served on April 22 (Notice 1) and April 25 (Notices 2 and 3) for the following reasons:

Notice 1: *Our employment relationship has ended.*
Notice 2: *Nonpayment of rent in the amount of \$1,122.00 and engaging in illegal activity on the property;* and
Notice 3: *Engaging in illegal activity on the property.*

- [3] On June 18, 2024, the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Rental Office. The Landlord Application seeks rent owing, vacant possession of the Unit, and an order for the Sheriff to put the Landlord in possession of the Unit.
- [4] The Landlord Application was supported by an *Eviction Notice (Form 4 (A))* (the “Second Notice”). The Second Notice was dated and served July 3, 2024, effective July 22, 2024, and was served for the following reason:

You have not paid your rent in the amount of \$3,366.00.

The particulars of termination stated:

“Did not pay rent for May, June and July.”

- [5] On July 11, 2024, a teleconference hearing was held before the Residential Tenancy Officer (the “Officer”). Four Landlord representatives (the “Representatives”) participated, but the Tenant did not call into the hearing. The Officer postponed the hearing and contacted the Tenant by phone. The Tenant stated she was moving out of the Unit that day and she did not wish to participate in the hearing or provide evidence regarding the outstanding rent. The hearing proceeded in the Tenant’s absence.
- [6] On July 15, 2024, a Landlord representative contacted the Rental Office and confirmed that the Tenant had vacated the Unit on July 11, 2024. Therefore, the Officer does not need to make a determination regarding the Landlord’s possession of the Unit or the Tenant Application.

ISSUE

i. Does the Tenant owe rent to the Landlord?

SUMMARY OF THE EVIDENCE

- [7] The Unit is an apartment situated in a multi-unit building (the “Residential Property”). In June of 2023, the parties entered into a written fixed-term tenancy agreement for the period of July 1, 2023, to June 30, 2024. Rent was \$1,122.00 due on the first day of the month. A security deposit of \$1,122.00 was paid.

LANDLORD'S EVIDENCE AND SUBMISSIONS

- [8] The Representatives' evidence is summarized as follows. The Tenant was hired to help take care of the Residential Property and the Tenant was provided with the Unit as a part of her employment. The Tenant had a management contract separate from her tenancy agreement and she was paid every two weeks. Half of the Tenant's rent was deducted from the Tenant's salary every two weeks. A copy of the tenancy agreement and employment contract were submitted into evidence.
- [9] In April of 2024, the Representatives became aware that the Tenant was keeping funds that other tenants had been paying her for rent and security deposits. The Representatives determined the Tenant had taken approximately \$4,700.00 from other tenants that she had not turned over to the Landlord.
- [10] On April 19, 2024, the Tenant's employment with the Landlord was terminated because she was not turning over the money she had received from other tenants. The Tenant's possession of the Unit was a condition of her employment, so the Tenant was served with an eviction notice as the employment relationship had ended. The Tenant was also served eviction notices for illegal activity and for non-payment of rent. A copy of the Tenant's employment termination letter was submitted into evidence.
- [11] Once the Tenant's employment was terminated, the rent was no longer being deducted from the Tenant's salary. The Tenant was required to pay her rent but she failed to pay rent for May, June, and July 2024, totaling \$3,366.00.

TENANT'S EVIDENCE AND SUBMISSIONS

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

ANALYSIS

- [13] The Officer finds that the Landlord has provided sufficient evidence, specifically the undisputed testimony of the Representatives, to establish that the Tenant did not pay rent when it was due under the tenancy agreement. The Officer finds that the Tenant owes \$1,122.00 for May 2024, \$1,122.00 for June 2024, and \$398.13 for the 11 days in July 2024 that the Tenant occupied the Unit, totaling **\$2,642.13**.

CONCLUSION

- [14] The Tenant Application is denied and the Landlord Application is allowed in part.
- [15] The Tenant shall pay the Landlord \$2,642.13 by the timeline below.
- [16] This Order will be sent to the parties by email.

IT IS THEREFORE ORDERED THAT

- I. The Tenant shall pay the Landlord \$2,642.13 by September 3, 2024.

DATED at Charlottetown, Prince Edward Island, this 13th day of August, 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 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.