

INTRODUCTION

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On August 5, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (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 earlier termination of the tenancy agreement, which is the subject of Order LD24-262. The Application was posted to the entrance of the Rental Unit.
- [3] The Application’s particulars state:
- “[The Tenant], owes \$150.00 towards her rent. She has taken a box spring mattress, she pulled out of the garbage, put it up against my back door, with 2 garbage cans up against the box spring so we couldn’t get out, putting a ladder on the back deck. Sneaking men into her room through her bed-room window, had a friend of hers [redacted], who has a no trespassing order against him. He entered my home unlawfully told to leave he refused! Got physical with me, assaulted me, then pulled a knife on my son, cops were called.”*
- [4] The Application was supported by a *Form 4 (A) Eviction Notice* (the “Notice”).
- [5] The Notice dated August 5, 2024 for effect August 25, 2024 was served by the Landlord to the Tenant by posting it to the entrance of the Rental Unit for the following reasons:
1. *You have not paid your rent in the amount of \$150.00;*
 2. *You or someone you have allowed on the property have disturbed, endangered others or put the landlord’s property at significant risk;*
 3. *You or someone you have allowed on the property have engaged in illegal activity on the property; and*
 4. *You have failed to comply with a material term of the tenancy agreement despite written warning.*

The particulars of termination state:

“Tenant owes \$150.00 in back rent. [The Tenant’s] friend [redacted], has a no trespassing order against him on this property, yesterday August 1st he illegally entered my home, try to get him out he assaulted me, my son came to help me and [redacted] pulled a knife on him: cops were called.”

- [6] On August 8, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing, along with a copy of the Application.
- [7] On August 12, 2024 the Rental Office emailed the Tenant the evidence package (“EP”). The Landlord picked up a copy of the EP from the Rental Office. The Landlord also posted a copy of the EP to the entrance to the Rental Unit.
- [8] On August 13, 2024 at 1:00 p.m. a teleconference hearing was held before the Residential Tenancy Officer (the “Officer”). The Landlord and the Tenant participated at the hearing.

ISSUE

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

SUMMARY OF EVIDENCE

- [9] In December 2023 the Landlord and the Tenant entered into an oral, month-to-month subtenancy agreement for the Rental Unit, which is a room. Rent is paid by social assistance each month. The parties disagreed over the amount of rent due each month. The Tenant stated that rent was \$650.00, which social assistance paid. The Landlord stated that rent was \$600.00, which social assistance paid. No security deposit was required.
- [10] The Officer requested additional evidence from the parties regarding the disputed rent. The Landlord submitted two pages of additional evidence. The Landlord submitted two invoices from the Province of Prince Edward Island, with the description of the Tenant's name. The first invoice was dated March 28, 2024 in the amount of \$600.00. The second invoice was dated August 2, 2024 in the amount of \$525.00.
- [11] The Tenant submitted a forwarded email of the Rental Office's notice of teleconference hearing details. The Tenant stated that she was awaiting information from her social worker in that same email. The Rental Office responded to the Tenant to request if this was the evidence she intended to submit. The Rental Office requested any additional evidence be submitted before 12-noon on August 15, 2024. On August 18, 2024, the Tenant responded to proceed and that she would not submit any additional documents into evidence.

LANDLORD'S EVIDENCE AND SUBMISSIONS

- [12] The Landlord submitted 15-pages of documents into evidence including: a written warning, handwritten submissions, a witness submission and photographs.
- [13] On August 5, 2024 the Landlord served the Tenant the Notice and the Application seeking earlier termination of the tenancy agreement. The Landlord stated that the Tenant rents a room in the Rental Unit and the Landlord lives in another room in the Rental Unit.
- [14] The Landlord stated that the Tenant owes \$150.00 in outstanding rent for July and August 2024. The Landlord stated that rent is \$600.00 and it is paid by social services. The Landlord stated that she would collect the cheque from the social services office. In July 2024, social services provided a cheque in the amount of \$525.00. The Landlord stated that she was told by a person at social services that the Tenant receives an allowance and that the Tenant would have to pay the remaining \$75.00 balance to the Landlord. In August 2024, the Landlord stated that she received another \$525.00 cheque from social services. The Landlord stated that the Tenant has not paid the outstanding rent as of the date of the hearing.

TENANT'S EVIDENCE AND SUBMISSIONS

- [15] The Tenant stated that rent is \$650.00, and that is the amount that social services gives the Landlord every month. The Tenant stated that she did not know that social services reduced her assistance to \$525.00 until a week prior to the hearing. The Tenant stated that when the Landlord first told her she did not believe her. The Tenant stated that her social worker informed her that starting September 2024, her assistance will increase and the Landlord will receive the full amount of \$600.00 for rent.

ANALYSIS & CONCLUSION

- [16] In Order LD24-262, the Officer found that the Tenant must vacate the Rental Unit by 5:00 p.m. on September 30, 2024.
- [17] The evidence establishes that the rent for the Rental Unit is \$600.00 per month, and the Tenant owes \$150.00 in rental arrears to the Landlord. This includes \$75.00 for July 2024, and \$75.00 for August 2024.

[18] The Application is allowed. The Tenant must pay the Landlord \$150.00 by the timeline below.

IT IS THEREFORE ORDERED THAT

- I. **The Tenant must pay the Landlord the amount of \$150.00 by September 9, 2024.**

DATED at Charlottetown, Prince Edward Island, this 19th day of August, 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 (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.