

**INTRODUCTION**

- [1] On July 24, 2024 the Landlord filed a *Landlord Application to Determine Dispute (Form 2(B))* (the "Application") with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act* (the "Act"). The Application included a claim for rent owing, which is the subject of this decision.
- [2] The Application also seeks vacant possession of the Unit and an order for the Sheriff to put the Landlord in possession, which is the subject of Order LD24-267.
- [3] Attached to the Application was an *Eviction Notice (Form 4(A))* served on June 27, 2024 or June 28, 2024 by the Landlord to the Tenant for non-payment of rent in the amount of \$2,561.00 (the "Notice"). The effective date was July 17, 2024.
- [4] On August 8, 2024 the Rental Office emailed the Landlord notice of a teleconference hearing scheduled for 11:00 a.m. on August 20, 2024 (the "Notice of Hearing"), along with a copy of the Application. The Landlord was requested to serve a copy of the Notice of Hearing to the Tenant.
- [5] On August 12, 2024 the Landlord taped an envelope to the door of the Unit containing the Notice of Hearing. The Rental Office mailed a copy of the Application and the Notice of Hearing to the Tenant.
- [6] On August 19, 2024 the Tenant made a request to the Rental Office for an adjournment to the scheduled hearing.
- [7] At 11:00 a.m. on August 20, 2024 the Residential Tenancy Officer (the "Officer") and the Landlord joined the teleconference hearing. The Tenant did not connect to the teleconference and the hearing was adjourned to 1:00 p.m. the same day.
- [8] At 1:00 p.m. on August 20, 2024 the Officer, the Landlord and the Tenant joined the teleconference hearing. The parties were permitted to submit additional documents after the hearing.

**ISSUE**

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

**SUMMARY OF EVIDENCE**

- [9] The Unit has two bedrooms and one bathroom and is one side of a duplex building.
- [10] The Landlord and the Tenant entered into an oral tenancy agreement that commenced in mid-June of 2018. Rent is due on the first day of the month and a \$300.00 security deposit was paid.

**Landlord's Evidence and Submissions**

- [11] The Landlord's evidence is summarized as follows.
- [12] The Landlord is seeking to end the tenancy for non-payment of rent. The Notice was served on June 27, 2024 and the amount of rent owing at that time was \$2,561.00. The Tenant did not pay any rent after the Notice was served.
- [13] At the hearing the Landlord stated that the Tenant had a \$25.00 credit as of September 18, 2023. The Landlord stated that the Tenant made the following payments:
- September 26, 2023 - \$750.00 by cheque
  - December 10, 2023 - \$525.00

- February 2, 2024 - \$640.00
- April 4, 2024 - \$644.00

- [14] The Landlord's additional evidence provided after the hearing shows that the \$525.00 payment was automatically deposited to the Landlord's bank account on November 10, 2023. The Tenant's message accompanying the e-Transfer states "*November rent.*"
- [15] The Tenant's \$644.00 payment listed above was automatically deposited on April 12, 2024.
- [16] The Landlord stated that the rent history provided by the Tenant at the hearing was accurate.
- [17] The Landlord stated that the March 12, 2022 document submitted into evidence by the Tenant was a document he had prepared. The Landlord stated that he did not provide the Tenant with a Rental Office form regarding the rent increase stated in the March 12, 2022 document.

### Tenant's Evidence and Submissions

- [18] The Tenant's evidence is summarized as follows.
- [19] At the hearing the Tenant agreed with the payment amounts and dates stated by the Landlord.
- [20] The Tenant stated that, at the time the \$525.00 payment was made, the Tenant's rent was paid up to date. The Tenant stated that the Landlord was charging \$625.00 in rent at that time and the Tenant had previously paid \$100.00 of the month's rent when the \$525.00 payment was made.
- [21] The Tenant stated that she made an additional payment after April 4, 2024 but she would need to check her bank records after the hearing.
- [22] The Tenant provided bank records after the hearing which show the following payments from November 2023 onwards:
- November 10, 2023 - \$525.00
  - February 2, 2024 - \$640.00
  - April 12, 2024 - \$644.00
  - May 10, 2024 - \$644.00
- [23] The message from the Tenant accompanying the May 10, 2024 e-Transfer states:
- "Rent, will have more money for you on the 15th."*
- [24] The Tenant provided the following rent history for the Unit:
- Mid-June 2018 to April 2022 - \$610.00 per month
  - May 2022 to December 2023 - \$625.00 per month
  - January 2024 to present - \$644.00 per month
- [25] The Tenant stated that the Landlord had not properly increased the rent for the Unit. The Tenant provided a hand written notepad document from the Landlord that states in part as follows:
- "March 12/2022*
- Rent on [Unit] will increase to \$625/month beginning May 1/2022..."*

**ANALYSIS AND CONCLUSION**

[26] At paragraphs [37] and [41] of Order LD24-267 the Officer made the following determinations regarding the Tenant's outstanding rent:

*"As noted above, the Tenant paid the rent in full up to February 2024. The Officer credits \$383.00 to the rent of \$610.00 payable for March 2024, leaving a balance of \$227.00 owing. The Tenant did not pay the rent for April, May and June 2024 in the amount of \$1,830.00 (3 months multiplied by \$610.00). Therefore, at the time the Notice was served, the Tenant owed \$2,057.00 in rent to the Landlord..."*

*The evidence also establishes that the Tenant has not paid rent for July and August 2024 (\$1,220.00). Therefore, the total amount of rent owed by the Tenant to the Landlord up to August 31, 2024 is \$3,277.00 (\$2,057.00 plus \$1,220.00)."*

[27] The Officer finds that the claim in the Application for rent owing is allowed in part.

[28] The Tenant must pay \$3,277.00 to the Landlord for outstanding rent, for the period up to August 31, 2024, by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant must pay the Landlord the amount of \$3,277.00 by September 10, 2024.

**DATED** at Charlottetown, Prince Edward Island, this 21st day of August, 2024.

\_\_\_\_\_  
(sgd.) Andrew Cudmore

Andrew Cudmore  
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.