

INTRODUCTION

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On July 3, 2024 the Landlord’s representative (the “Representative”) filed a *Form 2 (B) Landlord Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”) seeking a monetary order for rent owed and compensation for damage. The Application was emailed to the Tenant.
- [3] The Application seeks \$1,553.00 for rental arrears for June 2024, and \$800.00 for compensation for damage to the Rental Unit.
- [4] On July 17, 2024 the Rental Office emailed the parties notice of a teleconference hearing, along with a copy of the Application.
- [5] On July 30, 2024 the Rental Office emailed the parties the evidence package (“EP”).
- [6] On August 7, 2024 the Rental Office mailed the parties a new notice of a teleconference hearing. The Rental Office called the Tenant and left a voice message regarding the new date and time.
- [7] On August 21, 2024 the Rental Office emailed an updated EP to the parties.
- [8] On September 3, 2024 the Rental Office emailed the parties an updated notice of teleconference hearing.
- [9] On September 10, 2024 at 1:00 p.m. a teleconference hearing was held before the Residential Tenancy Officer (the “Officer”). The Representative participated at the hearing. The Tenant did not call into the hearing at the scheduled time. The Officer delayed the hearing for ten minutes and called the Tenant, leaving a detailed voice message of the hearing details. At 1:10 p.m. the hearing proceeded in the Tenant’s absence.

ISSUES

- i. Does the Tenant owe rent to the Landlord?
- ii. Is the Landlord entitled to compensation?

SUMMARY OF EVIDENCE

- [10] The Rental Unit is an apartment unit situated in a 12-unit apartment building.
- [11] On June 1, 2024 the parties entered into a written, fixed-term tenancy agreement for possession of the Rental Unit. Rent was \$1,553.00 due on the first day of the month. A \$1,553.00 security deposit was required, however, it was not paid.
- [12] On June 30, 2024 the Tenant vacated the Rental Unit.

LANDLORD’S EVIDENCE AND SUBMISSIONS

- [13] The Representative submitted 40-pages of documents into evidence including: a copy of the tenancy agreement, and photographs of the Rental Unit.
- [14] The Representative stated that the Tenant never paid rent for June 2024. The Tenant vacated the Rental Unit without paying the security deposit, and damaged the Rental Unit. The Representative stated that he inspected the Rental Unit and took the photographs on June 16, 2024. The Representative stated that there was a lot of garbage left behind. There was graffiti and holes in the walls, which required sanding and painting.

- [15] The Representative stated that the Rental Unit is new and the Tenant was the first occupant. The Representative stated that he hired a maintenance person and it cost \$800.00 to fix the undue damage caused by the Tenant.
- [16] The Representative stated that the Tenant's only communication was a text message sent to him claiming that the Rental Unit was broke into. The Representative stated that he reviewed the security cameras and there was no evidence of a break and enter.

ANALYSIS & CONCLUSION

- [17] The Application was filed in accordance with section 75 of the Act, and seeks a monetary order for rent owed and compensation. Subsections 19(1), 39(2) and 85(1) of the Act state:

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.*

39. Obligations on vacating

- (2) *When a tenant vacates a rental unit, the tenant shall*
- (a) *leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear; and*
 - (b) *give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.*

85. Powers of the Director

- (1) *After hearing an application, the Director may make an order*
- (d) *requiring a landlord to compensate a tenant or a tenant to compensate a landlord for loss suffered or expense incurred as a result of a contravention of this Act or the tenancy agreement.*

- [18] The Landlord commenced the Application pursuant to the Act. The Landlord has the burden of proving its claim by the civil standard of proof, which is on a balance of probabilities. This means that a decision-maker must be satisfied there is sufficiently clear and convincing evidence to support the Landlord's claim.
- [19] The Landlord is seeking a monetary order in the total amount of \$2,353.00.

CLAIM

June 2024 rental arrears in the amount of \$1,553.00

- [20] The Officer finds that the Representative has provided undisputed testimony that the Tenant did not pay June 2024 rent. The Tenant vacated the Rental Unit without paying any rent or the security deposit. The Officer finds that this claim is allowed.

Damage to the Rental Unit's walls in the amount of \$800.00

- [21] The Officer finds that the Representative submitted numerous photographs of the Rental Unit. The Representative stated that the Rental Unit was new prior to the Tenant moving into it. The Representative stated that he did not have a receipt for the \$800.00 work because he paid his maintenance person cash to complete the required work.

[22] The Officer finds that the undisputed testimony and the photographs submitted into evidence shows undue damage to the Rental Unit. The Officer finds that this claim is allowed.

[23] The Application is allowed. The Tenant shall pay the Landlord \$2,353.00 by October 9, 2024.

IT IS THEREFORE ORDERED THAT

- I. **The Tenant shall pay the Landlord \$2,353.00 by October 9, 2024.**

DATED at Charlottetown, Prince Edward Island, this 18th day of September, 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.