

**INTRODUCTION**

[1] The Landlord requests an Order for rent owing in the amount of \$14,657.00.

**DISPOSITION**

[2] I find that the evidence supports most of the Landlord's rent owing claim, except for the purported increased rent as of January 1, 2024. The Tenants must pay the Landlord \$14,300.00.

**BACKGROUND**

[3] The Unit is a three-bedroom, one-bathroom single family dwelling that the Landlord has owned since September 1, 2022. The Tenants originally rented the Unit from the former owner and moved in about two years before the Landlord purchased the property.

[4] On September 1, 2022 the Landlord and the Tenants entered into a written tenancy agreement for the Unit. Rent in the amount of \$1,700.00 was due on the first day of the month. A \$1,000.00 security deposit was required but not paid.

[5] On July 5, 2024 the Landlord hand delivered a *Form 4 (A) Eviction Notice* (the "Notice") to the Tenants for non-payment of rent. The effective date of the Notice was July 25, 2024.

[6] On July 26, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") claiming rent owing. The Landlord hand delivered the Application to the Tenants and also served copies to the Tenants electronically.

[7] The Tenants moved out of the Unit on July 31, 2024.

[8] On August 26, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for 9:00 a.m. on October 1, 2024 (the "Notice of Hearing"), along with a copy of the Application. The Rental Office also left the Tenants a voicemail message with the Notice of Hearing details.

[9] On September 24, 2024 the Rental Office emailed the parties a 25-page evidence package (the "Evidence Package"). The Landlord sent the Tenants an additional copy of the Evidence Package electronically.

[10] On October 1, 2024 a teleconference hearing was held. The Landlord participated in the teleconference hearing. The Tenants did not join the teleconference. I called the Tenants but I received no response. I emailed the Tenants an additional copy of the Notice of Hearing and the Application and advised that the hearing was about to commence. I waited until 9:12 a.m. before proceeding with the hearing in the absence of the Tenants. The hearing concluded at 10:05 a.m. without participation by the Tenants.

**ISSUES**

- A. Did the Landlord validly increase the Unit's rent on January 1, 2024 by the 3.0% guideline?
- B. Do the Tenants owe rent to the Landlord?

**ANALYSIS****A. Did the Landlord validly increase the Unit's rent on January 1, 2024 by the 3.0% guideline?**

[11] For the reasons below, I find that the Landlord did not validly increase the Unit's rent on January 1, 2024 by the 3.0% guideline.

[12] On December 6, 2023 the Landlord sent an electronic message to the Tenants stating that the rent would increase on January 1, 2024 by the 3.0% guideline. The message did not include the Rental Office's approved form and the Landlord did not serve the approved form on another date.

[13] Subsection 48(2) of the *Residential Tenancy Act* (the "Act") required the Landlord to give the Tenants at least three full months' notice of the rent increase. Therefore, the earliest possible effective date of the rent increase was April 1, 2024.

[14] Subsection 48(4) of the *Act* contains the requirements for a valid rent increase notice, stating as follows:

*A notice of a rent increase shall*

*(a) be in the approved form;*

*(b) be signed by the landlord;*

*(c) state the effective date of the increase;*

*(d) state the amount of the increase;*

*(e) state the amount of rent payable when the increase becomes effective; and*

*(f) be served on the tenant in a manner set out in section 100.*

[15] The Landlord did not use the proper standard form for increasing the rent, which is a *Form 8 – Tenant Notice of Annual Allowable Rent Increase*. I find that the Landlord's December 6, 2023 message to the Tenants was not a valid rent increase notice because the Landlord did not use the approved form, which contains important information regarding the Tenants' rights.

[16] In the message correspondence between the parties the Tenants agreed to the rent increase. However, any agreement by the Tenants to the non-compliant rent increase notice was void and of no effect pursuant to section 5 of the *Act*, which states:

*Except as specifically provided in this Act, a waiver or release by a tenant of the rights, benefits or protections under this Act is void and of no effect.*

[17] I find that the monthly rent remained at \$1,700.00 for the period of January to July of 2024.

**B. Do the Tenants owe rent to the Landlord?**

[18] The Landlord submitted into evidence a rent ledger, an e-Transfer document, correspondence and a written admission that the Tenants owe rent to the Landlord. The Landlord's testimony corroborated the documentary evidence.

[19] I find that the Tenants owe the Landlord a balance of \$700.00 for November 2023 rent plus \$1,700.00 per month for the period of December 2023 to July 2024, in the amount of \$13,600.00 (8 months multiplied by \$1,700.00). The total outstanding rent is \$14,300.00, which the Tenants must pay to the Landlord by the timeline below.

**IT IS THEREFORE ORDERED THAT**

1. The Tenants must pay the Landlord \$14,300.00 by October 31, 2024.

**DATED** at Charlottetown, Prince Edward Island, this 4th day of October, 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.