

INTRODUCTION

[1] The Landlord claims against the Tenants for \$4,000.00 in rent owing.

DISPOSITION

[2] I find that the Landlord has established his claim.

BACKGROUND

[3] The Unit is a detached cottage owned by the Landlord.

[4] The Landlord and Tenants entered into a written, month-to-month tenancy agreement starting in August 2022. Rent of \$1,200.00 was due on the first day of each month, and no security deposit was required.

[5] The Tenants moved out of the Unit on October 1, 2024.

[6] On October 7, 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 owed of \$4,000.00.

[7] On November 1, 2024, the Rental Office emailed the parties a notice of a teleconference hearing set for November 14, 2024, including a copy of the Application.

[8] On November 12, 2024, the Rental Office emailed the parties an evidence package.

[9] On November 14, 2024, the Landlord, a Landlord witness, and the Tenants ("T1" and "T2") participated in a teleconference hearing.

ISSUE

A. Do the Tenants owe rent to the Landlord?

ANALYSIS

[10] The Landlord stated that T1 was employed at the Landlord's hotel adjacent to the Unit. As part of T1's employment benefits, the Landlord gave the Tenants a monthly rent discount of \$400. However, T1's employment was terminated in May 2024, resulting in the discontinuation of the rent discount.

[11] From October 2023 to October 2024, the Tenants made partial e-transfers for rent. The Landlord knew that the Tenants had financial challenges due to personal circumstances. The Landlord disputed the Tenants' claims regarding requesting rent in cash and deducting rent from T1's pay cheque without T1's permission.

[12] In September 2024, the Landlord informed the Tenants that they needed to pay the outstanding rent or vacate the Unit. The Tenants moved out on October 1, 2024, with a total rent owed of \$4,000.00. The Landlord provided the Tenants' rental ledger, messages between the parties, and copies of e-transfers as evidence.

[13] The Tenants dispute that they owe any outstanding rent. The Tenants stated the Landlord evicted the Tenants to renovate the Unit. T1 stated the Landlord did not consistently pay her for the work the Tenants completed for the Landlord.

- [14] T1 stated the Landlord requested certain rent payments to be made in cash so the Landlord's wife would not be aware of them. Additionally, the Landlord deducted some rent payments directly from T1's paycheck. The Tenants disputed the accuracy of the rental ledger.
- [15] T1 stated that she had recently changed banks and could only access her banking information after May 2024. After the hearing, T1 sent records of e-transfers made to the Landlord between May and September 2024. The Rental Office provided the Landlord with the additional evidence. The Landlord stated that the e-transfers match his e-transfer records and rental ledger. The Landlord noted that T1's e-transfer records only reflect partial rent payments and do not cover the total rent owed.
- [16] On November 25, 2024, I emailed the parties requesting submissions regarding two of the Landlord's rental ledger notations. One notation shows an undated \$2,600.00 rent deduction next to a note stating "unpay." Another notation shows a \$600.00 payroll deduction for June 25, 2024.
- [17] I also requested submissions regarding T1's e-transfer record showing that she sent the Landlord \$421.05 on August 26, 2024. This e-transfer is not indicated in the Landlord's ledger or e-transfer records.
- [18] The Landlord stated that the \$2,600.00 deduction was for work completed by the Tenants, specifically for grass cutting and snow removal. He subtracted this amount from the rent owed. T1 requested that \$600.00 be applied as payroll deductions toward the rent. The Landlord submitted copies of messages showing that T1 had asked for regular payroll deductions and that T1 acknowledged the Tenants owed rent to the Landlord.
- [19] The Landlord stated he credited the Tenants \$178.95 because T1 had assisted a guest at the hotel, and the guest asked that T1 be given the guest's refund as a thank you. He recorded the \$421.05 e-transfer on the rental ledger as a \$600.00 payment from the Tenants (\$178.95 + \$421.05).
- [20] T1 stated the Landlord had been taking money from her pay cheques and had kept no records of these deductions. T1 submitted the Tenants do not owe the Landlord rent.

CONCLUSION

- [21] I find that the Landlord has provided sufficient evidence, specifically the rental ledger, e-transfer records, and messages between the parties, to establish that the Tenants owe the Landlord \$4,000.00 in rent.
- [22] The documentary evidence does not support the Tenants' argument that the Landlord requested cash payments for rent. T1 argued that the Landlord deducted rent payments from T1's pay cheque without her permission and that no records were kept. However, messages between the parties indicate that T1 requested payroll deductions for the rent owed, and the deductions are documented in the rental ledger. The messages also show that the Tenants acknowledged they owed the Landlord rent and were trying to pay the rental arrears before they moved out.

[23] The rent owing is calculated as follows:

Month	Rent	Paid/Credit	Balance
October 2023	\$800.00	\$400.00	\$400.00
November 2023	\$800.00	\$0.00	\$1,200.00
December 2023	\$800.00	\$0.00	\$2,000.00
January 2024	\$800.00	\$0.00	\$2,800.00
February 2024	\$800.00	\$0.00	\$3,600.00
March 2024	\$800.00	\$0.00	\$4,400.00
April 2024	\$800.00	\$0.00	\$5,200.00
May 2024	\$1,200.00	\$1,500.00	\$4,900.00
June 2024	\$1,200.00	\$3,200.00	\$2,900.00
July 2024	\$1,200.00	\$700.00	\$3,400.00
August 2024	\$1,200.00	\$1,500.00	\$3,100.00
September 2024	\$1,200.00	\$300.00	\$4,000.00

IT IS THEREFORE ORDERED THAT

- The Tenants must pay the Landlord \$4,000.00 in unpaid rent by December 23, 2024.

DATED at Charlottetown, Prince Edward Island, this 2nd day of December, 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 (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, which 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.