

## INTRODUCTION

[1] The Landlord seeks a monetary order against the Tenant for rent.

## DISPOSITION

[2] I find that the Landlord has not established that the Tenant owes the Landlord rent.

## BACKGROUND

[3] The Unit is a room with shared common facilities in a house (the "Residential Property").

[4] The Landlord and Tenant entered an oral month-to-month sublet tenancy agreement starting October 31, 2023. A security deposit of \$100.00 was paid at the beginning of the tenancy. Rent of \$650.00 was due on the first day of each month.

[5] The Tenant moved out of the Unit on September 22, 2024.

[6] On October 22, 2024, the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office"), seeking rent owing of \$1,895.00.

[7] On November 13, 2024, the Rental Office emailed the parties a notice of a teleconference hearing scheduled for December 3, 2024.

[8] On November 29, 2024, the Rental Office emailed the parties an evidence package via TitanFile.

[9] On December 3, 2024, the Landlord, the Tenant, and a Tenant witness participated in a teleconference hearing. The parties confirmed receipt of the evidence package and included all submitted documents.

## ISSUE

A. Does the Tenant owe rent to the Landlord?

## ANALYSIS

[10] The Landlord stated that the rent owed is less than what is on the Application and should be \$1,825.00. The Tenant agreed to allow the Landlord to keep the security deposit, which has been calculated into the rent owed.

[11] The Landlord stated he and five other tenants were renting the Residential Property. The Landlord sublet the Unit to the Tenant and collected the security deposit and rent from the Tenant. The Tenant paid a \$100.00 security deposit and first month's rent in cash. Sometimes, the Tenant would pay some of the rent and utilities by e-transfer, and at other times, the Tenant would pay in cash.

[12] The Landlord does not have a record of the cash payments made by the Tenant. The Landlord submitted copies of the e-transfers he received from the Tenant as evidence. He stated the Tenant paid more rent than the other tenants because she had her own room, and the other tenants shared rooms.

[13] The Landlord submitted a video as evidence, which he stated shows the Landlord asking the Tenant if she still owes the Landlord rent. The Landlord said that the Tenant admitted in the video that she still owed rent. The Landlord acknowledged that he should not have taken the video without the Tenant's permission.

- [14] The Tenant stated she does not owe the Landlord any rent, and the Landlord has no documentation regarding her cash payments. She said that she paid more rent than the other tenants of the Residential Property, which she stated was unfair. The Tenant noted that if each tenant had paid the same amount for rent, each tenant should have been paying \$421.00, but she was paying \$650.00.
- [15] The Tenant agreed that she allowed the Landlord to keep the security deposit for rent owed. The Tenant stated the Landlord consistently harassed her for rent. The Tenant did not give permission for the Landlord to take the video he submitted as evidence.

### CONCLUSION

- [16] The Application seeks an order directing the Tenant to pay outstanding rent. In such matters, it is the Landlord's burden to prove, on a balance of probabilities, the claims made in the Application. This means the Landlord must provide the decision-maker with sufficiently clear and convincing evidence to support their claims.
- [17] The parties provided conflicting testimony about whether the Tenant owes the Landlord rent. The parties agreed that the Tenant paid rent and utilities in cash and by e-transfer. The Landlord stated he did not provide the Tenant with any receipts for the cash payments. I note that clause 19(2) of the Residential Tenancy Act states:

*"A landlord shall provide a tenant with a receipt for rent paid in cash."*

- [18] Based on the evidence presented, I find that the Landlord has not established that the Tenant owes the Landlord rent. The Landlord has not provided sufficient documentary evidence, such as receipts or a rental ledger, to demonstrate how much rent was paid in cash by the Tenant. Without sufficient documentation of the cash payments, I find the Landlord has not established how much rent was paid in cash or if any rent is, in fact, outstanding.

### IT IS THEREFORE ORDERED THAT

1. The Application is denied.

**DATED** at Charlottetown, Prince Edward Island, this 17th day of December, 2024.

(sgd.) Mitch King

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**Mitch 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 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.