

INTRODUCTION

- [1] The Landlords filed an application seeking rent owing by the Tenants. The Tenants filed an earlier application disputing the amount of rent owing.

DISPOSITION

- [2] The Tenants owe rent to the Landlords in the amount of \$5,031.32.

BACKGROUND

- [3] The Landlords and the Tenants entered into an oral, month-to-month tenancy agreement for the Unit that commenced around November 2023. Rent in the amount of \$2,000.00 is due on the first day of the month.
- [4] A security deposit of \$2,000.00 was paid near the beginning of the tenancy. The Landlords stated that part of the security deposit funds, in the amount of \$1,000.00, was credited towards rent for December 2023 and the remaining security deposit is \$1,000.00.
- [5] On December 9, 2024 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Residential Tenancy Office (the "Rental Office"). The Tenant Application was accompanied by an *Eviction Notice* (Form 4(A)) dated November 17, 2024 for effect on December 31, 2024 (the "Notice") served under sections 60 and 61 of the *Residential Tenancy Act* (or the "Act"). The end of the tenancy matter is addressed in Order LD25-005. The Tenant Application contained additional claims regarding a rent reduction, which are addressed in this decision.
- [6] On December 17, 2024 the Rental Office emailed the parties notice of a teleconference hearing scheduled for January 9, 2025, along with a copy of the Tenant Application.
- [7] On January 2, 2025 the Landlords filed a *Form 2 (B) Landlord Application to Determine Dispute* (the "Landlord Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlords in possession, which is addressed in Order LD25-005. The Landlords also claimed for rent owing, which is addressed in this decision.
- [8] On January 3, 2025 the Rental Office emailed the parties an amended notice of a teleconference hearing for the Tenant Application and the Landlord Application scheduled for January 9, 2025.
- [9] On January 6, 2025 the Rental Office sent the parties an evidence package.
- [10] On January 7, 2025 additional evidence from the Landlords was received by the Rental Office and sent to the Tenants.
- [11] On January 9, 2025 the Landlords, the Landlords' witness and the Tenants joined the teleconference hearing. At the beginning of the hearing one of the Tenants ("T2") advised that the other Tenant ("T1") would be representing both Tenants at the hearing. T2 then disconnected from the teleconference. The Landlords stated that they had previously arranged for the documents for this proceeding to also be taped to the Unit's door.

ISSUE

- A. Do the Tenants owe rent to the Landlords?

ANALYSIS**Tenancy Agreement Form**

- [12] I note that the Tenant Application included a claim that the Landlords provide a tenancy agreement and/or other information required by the *Act*.
- [13] At the hearing the Landlords provided their evidence regarding the details of the tenancy agreement. Further information was not requested by the Tenants.
- [14] I also note that since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information. Subsections 11(1) and (2) of the *Act* state:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
 - (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
 - (a) the provisions set out in Division 4;*
 - (b) the correct legal names of the landlord and tenant;*
 - (c) the address of the rental unit;*
 - (d) the date the tenancy agreement is entered into;*
 - (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
 - (f) the services and facilities included in the rent;*
 - (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
 - (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
 - (i) the agreed terms in respect of*
 - (i) the date on which the tenancy starts,*
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) the amount of rent payable for a specified period,*
 - (v) the day on which the rent is due and the frequency of payment,*
 - and*
 - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.*
- [15] The Landlords must comply with these requirements in the *Act* and prepare written tenancy agreements for all future tenants. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

Rent Owning

- [16] The Landlords stated that the Tenants rent was paid in full up September 2024. The Landlords provided a rent ledger from October 2024 onwards and e-Transfers for this period regarding the following outstanding rent owed by the Tenants:
- October 2024 - \$1,300.00
 - November 2024 - \$441.00
 - December 2024 - \$2,000.00
 - January 2025 - \$2,000.00
- [17] Based upon the evidence presented, I am satisfied that rent claimed by the Landlords is owed by the Tenants, subject to an adjustment for January 2025 rent.
- [18] In Order LD25-005 the tenancy agreement is terminated effective 5:00 p.m. on January 20, 2025. Pro-rated rent for this period is \$1,290.32 (20 days divided by 31 days multiplied by \$2,000.00), not \$2,000.00.
- [19] The Landlords have established rent owing of \$5,031.32 up to January 20, 2025 (\$1,300.00 plus \$441.00 plus \$2,000.00 plus \$1,290.32).
- [20] The Tenant Application included claims that the Landlords had breached the Tenants' quiet enjoyment. The Tenants also claimed that there was supposed to be a rent reduction of \$500.00 for part of the tenancy. The Tenants disputed the adequacy of the services and facilities provided by the Landlords and claimed that the Tenants completed work for the Landlords. The Landlords disputed the Tenants' rent deduction claims.
- [21] I have reviewed the evidence of the parties and there is insufficient objective evidence to support the rent reduction claims raised by the Tenants. I find that a rent reduction has not been established.
- [22] The Tenant Application claims that the Landlords defamed the character of the Tenants. I note that the Rental Office does not have jurisdiction to determine defamation claims.
- [23] I find that the Tenants will pay the Landlords rent in the amount of \$5,031.32 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenants will pay the Landlords rent in the amount of \$5,031.32 by February 10, 2025.

DATED at Charlottetown, Prince Edward Island, this 10th day of January, 2025.

(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.