

INTRODUCTION

- [1] The Landlord seeks an order requiring the Tenant to vacate the Unit based upon an application for earlier termination and two eviction notices. The Landlord seeks rent owing from November 2024 to March 2025 and an order regarding the removal and storage of the Tenant's personal property.
- [2] The Tenant does not dispute the end of the tenancy. The Tenant argues that the tenancy ended on January 9, 2025. The Tenant disputes owing any rent to the Landlord. The Tenant seeks \$500.00 in compensation regarding a 42-inch flat screen television (the "Television") that the Tenant claims was stolen from the Unit.

DISPOSITION

- [3] I find that the tenancy agreement is terminated effective January 9, 2025. The Tenant cannot move back into or access the Residential Property under the tenancy agreement.
- [4] The Tenant will pay the Landlord rent owing in the amount of \$1,374.19 by the timeline below.
- [5] The Tenant has raised many matters that are outside of my jurisdiction (authority) to determine. The Tenant's application against the Landlord for compensation is denied.
- [6] The Tenant will be provided with her personal property on the terms stated below. The Tenant will arrange for the return of any of the Unit's keys that remain in her possession on the terms stated below.

BACKGROUND

- [7] The Unit is half of an over-under duplex (the "Residential Property").
- [8] On August 20, 2017 the Landlord and the Tenant entered into an oral, month-to-month tenancy agreement. Rent in the amount of \$600.00 is due on the first day of the month. A security deposit was not required.
- [9] The parties attended two earlier Rental Office hearings and one Island Regulatory and Appeals Commission (the "Commission") hearing. Three orders were issued based upon these hearings.
- [10] On September 19, 2024 the Landlord had a heart attack.
- [11] On January 9, 2025 an emergency protection order (the "EPO") was issued against the Tenant due to an incident with the Landlord on January 6, 2025. The Tenant sought a review of the EPO.
- [12] On January 24, 2025 the Supreme Court of Prince Edward Island (the "Supreme Court") issued an order confirming the EPO.
- [13] On February 14, 2025 the Landlord served the Tenant with two *Form 4(A) Eviction Notices*. The first notice was served for non-payment of rent in the amount of \$2,400.00 and the effective date was March 5, 2025. The second notice was served for behaviour and the effective date stated in this notice was March 15, 2025.
- [14] On February 14, 2025 the Landlord filed with the Residential Tenancy Office (the "Rental Office") a *Form 2(B) Landlord Application to Determine Dispute* (the "Landlord Application") seeking the end of the tenancy, rent owing and an order regarding the removal and storage of the Tenant's personal property.
- [15] On February 21, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 4, 2025.

- [16] On February 24, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office seeking \$500.00 regarding the Television. The Tenant disputes that she owes any rent to the Landlord.
- [17] On February 28, 2025 the Rental Office provided the parties with access to an evidence package through TitanFile containing a 177-page PDF and video evidence (the "Evidence Package" or "EP").
- [18] On March 4, 2025 the Landlord's representative (the "Representative"), the Tenant and the Tenant's witness participated in the hearing. The parties confirmed receipt of the Evidence Package and the parties confirmed that all documents submitted to the Rental Office for the determination of the Landlord Application and the Tenant Application were included.

PRELIMINARY MATTER

- [19] Pages 84, 86 and 90 of the 177-page PDF portion of the Evidence Package were removed from the record by the agreement of the parties.

ISSUES

- A. What is the end date of the tenancy? Does the Tenant owe rent to the Landlord?
- B. Must the Landlord compensate the Tenant \$500.00 regarding the Television?
- C. Can the Landlord prepare the Tenant's personal property for removal from the Unit?

ANALYSIS

- [20] It is clear from the Evidence Package and the hearing that the parties have many disputes between them. Only a portion of these disputes engage the landlord-tenant relationship governed by the *Residential Tenancy Act*.
- [21] I do not have jurisdiction (authority) to provide compensation for personal injury claims and related losses. I do not have jurisdiction to determine claims of slander and defamation. I do not have jurisdiction to determine family law disputes. I do not have jurisdiction to overturn an emergency protection order.
- [22] The parties raised other matters which are also beyond my authority to determine.

A. What is the end date of the tenancy? Does the Tenant owe rent to the Landlord?

- [23] I find that the tenancy agreement is terminated as of January 9, 2025.
- [24] The EPO prevented the Tenant from residing in the Unit after January 9, 2025. The Landlord seeks to end the tenancy and the Tenant is not disputing the end of the tenancy. Based upon the correspondence submitted (EP27), it appears that it was Tenant's intention to vacate the Unit permanently shortly after the EPO was issued.
- [25] Although the Tenant sought review of the EPO by the Supreme Court, it appears that the purpose of the Tenant's request was to "*clear the Tenant's name*" as opposed to the Tenant seeking to continue living in the Unit. In these circumstances I find that the tenancy agreement is terminated as of January 9, 2025. The Tenant cannot move back into or access the Residential Property under the tenancy agreement.

- [26] The parties stated that the last monetary rent payment by the Tenant to the Landlord was an e-Transfer of \$600.00 on September 27, 2024. The parties stated that the Tenant's rent was paid up to October 2024. The parties stated that there was no rent payment in money (cash, e-Transfer, etc.) for the rent due November 1, 2024 onwards.
- [27] The rent due from November 1, 2024 to January 9, 2025 was \$1,374.19 (\$600.00 for November 2024, \$600.00 for December 2024 and \$174.19 pro-rated rent from January 1 to 9, 2025).
- [28] The Tenant claims that the Landlord agreed to services being provided by the Tenant for rent instead of money. The particulars of the Tenant Application (EP7) state in part:
- "It speaks as well to confirm the verbal agreement [Landlord] had made with me at that time regarding the rent he is suddenly now alleging I owe. For the months of November and December the landlord made a verbal agreement with me to credit me for those months as I had focused all my efforts, attention and valuable time I spent caring for [Landlord] both during his stay in the hospital and when he returned home."*
- [29] The Landlord denies that there was an agreement that the Tenant did not have to pay rent. Instead, the Landlord provided the Tenant with a \$3,500.00 loan for a Jeep Compass vehicle.
- [30] I find that there is insufficient objective evidence documenting any agreement between the parties that services would be provided by the Tenant for rent instead of money. Any oral agreement for services instead of rent should have been immediately documented by the parties.
- [31] As a result, I find that the Tenant owes rent to the Landlord in the amount of \$1,374.19, which must be paid by the timeline below.

B. Must the Landlord compensate the Tenant \$500.00 regarding the Television?

- [32] As noted above, there are many matters between the parties that are not landlord-tenant disputes under the *Residential Tenancy Act*. There is a similar issue with the Television because there appears to be a buyer-seller dispute.
- [33] The Tenant stated that the Television was a birthday gift from the Landlord in November of 2023. The Tenant included a photograph of the Television in her evidence (EP79). The Tenant's evidence is that the Landlord unlawfully stole the Television.
- [34] The Landlord submitted into evidence a document dated March 29, 2024 (EP47) which states that the Tenant agreed to borrow the Television or pay the Landlord \$1,500.00. The return date was April 30, 2024. The Representative's evidence (EP 17) includes the following summary:
- "...The landlord had loaned a 42 inch TV to the tenant on March 29, 2024. Exhibit 9A, signed by both the tenant and the landlord, clearly specified the terms of the arrangement and the serial number of the TV. The tenant did not pay the landlord for the TV. Ownership of the TV has reverted to the landlord. This is the only 42 inch TV the landlord is aware of."*
- [35] The Landlord's evidence is that the Tenant did not pay for the Television. The Landlord provided a spreadsheet showing payments between the parties (EP35 to 38). There does not appear to be a \$1,500.00 payment regarding the Television.
- [36] I am not satisfied that the Television dispute is a landlord-tenant dispute. Instead, the Landlord's evidence, particularly the document dated March 29, 2024, indicates a buyer-seller dispute which I do not have authority to determine. As a result, I cannot issue an order requiring the Landlord to compensate the Tenant regarding the Television.

[37] I am not satisfied that there is sufficient objective evidence supporting any other landlord-tenant financial claim raised by the Tenant in her application.

C. Can the Landlord prepare the Tenant's personal property for removal from the Unit?

[38] I note that, for the reasons above, the tenancy is terminated as of January 9, 2025.

[39] Subsections 43(1) and (2) of the *Act* state:

(1) A tenant is not entitled to leave the tenant's personal property in the rental unit after the tenancy agreement is terminated.

(2) Where a tenant abandons or vacates a rental unit and leaves personal property on the residential property, the landlord shall either

- (a) remove the personal property and immediately place it in safe storage; or*
- (b) store the personal property on the residential property in a safe manner.*

[40] Due to the conflict between the parties, I find that it is not appropriate for the Tenant to return to the Residential Property to retrieve the Tenant's personal property.

[41] There are other options available.

- (a) The Representative and the Tenant may arrange for an agreed upon representative of the Tenant to attend the Unit to pack up and remove the Tenant's personal property;
- (b) The Representative or the Landlord can pack up the Tenant's personal property and have it available to be picked up at the Unit by an agreed upon representative of the Tenant;
- (c) The Representative or the Landlord can pack up the Tenant's personal property and have it taken to safe storage, such as a professional storage facility, where the Tenant can collect the personal property; or
- (d) The Representative or the Landlord can remove and store the Tenant's personal property in another manner that complies with section 43 of the *Act*.

[42] The Tenant will arrange for any of the Unit's keys in the Tenant's possession to be returned to the Representative. The Tenant may arrange for another person to return any keys or the Tenant may mail the keys to the Representative. The Tenant will not attend the Residential Property or meet directly with the Landlord for the return of any keys.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement is terminated as of January 9, 2025. The Tenant cannot move back into or access the Residential Property under the tenancy agreement.
2. The Tenant will pay the Landlord rent owing in the amount of \$1,374.19 by May 7, 2025.
3. The Representative or the Landlord can arrange for the removal of the Tenant's personal property that remains in the Unit in the following manner:
 - (a) The Representative and the Tenant may arrange for an agreed upon representative of the Tenant to attend the Unit to pack up and remove the Tenant's personal property;

- (b) The Representative or the Landlord can pack up the Tenant's personal property and have it available to be picked up at the Unit by an agreed upon representative of the Tenant;
 - (c) The Representative or the Landlord can pack up the Tenant's personal property and have it taken to safe storage, such as a professional storage facility, where the Tenant can collect the personal property; or
 - (d) The Representative or the Landlord can remove and store the Tenant's personal property in another manner that complies with section 43 of the *Act*.
4. The Tenant will arrange for any of the Unit's keys in the Tenant's possession to be returned to the Representative. The Tenant may arrange for another person to return any keys or the Tenant may mail the keys to the Representative. The Tenant will not attend the Residential Property or meet directly with the Landlord for the return of any keys.

DATED at Charlottetown, Prince Edward Island, this 7th day of March, 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.