



**THE ISLAND REGULATORY AND
APPEALS COMMISSION**

Prince Edward Island
Île-du-Prince-Édouard
CANADA

**Docket LR08002
Order LR08-03**

IN THE MATTER of an appeal, under
Section 25 of the Rental of Residential
Property Act, by Francois Ramey against
Order No. LD07-305 of the Director of
Residential Rental Property, dated December
20, 2007.

BEFORE THE COMMISSION
on Thursday, the 14th day of February, 2008.

Maurice Rodgerson, Commissioner
John Broderick, Commissioner
Gordon McCarville, Commissioner

Order

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Section 25 of the Rental of Residential
Property Act, by Francois Ramey against
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Participants

1. Appellant: Francois Ramey
 2. Respondent: Brian Coady and Bill Fleming for PEI Housing Corporation
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1. Introduction

Francois Ramey (the Appellant) has appealed Order LD07-305 (Exhibit E-14) issued by the Office of the Director of Residential Rental Property (the Director) on December 20, 2007. The Island Regulatory and Appeals Commission (the Commission) received the Appellant's Notice of Appeal (Exhibit E-15) on January 10, 2008.

The Director's Order LD07-305 concerns an application for Enforcement of Statutory or Other Conditions of Rental Agreement (Form 2) filed by the PEI Housing Corporation (the Respondent) on December 11, 2007 pursuant to section 8 of the **Rental of Residential Property Act**, R.S.P.E.I. 1988, Cap. R-13.1 (the **Act**). The remedy sought is a request for an order that possession of the residential premises be surrendered to the lessor [Respondent] and directing the sheriff to put the lessor in possession.

This appeal concerns residential premises located at 9 Champion Court, Apartment 120, Charlottetown (the apartment).

The appeal was heard in the Commission's main hearing room in Charlottetown, Prince Edward Island on Wednesday, January 30, 2008.

2. Evidence

The Appellant moved in to the apartment on August 15, 2005 under a written month to month rental agreement. The rent payable for the apartment was adjusted according to the Appellant's income and was due on the first day of each month. The Respondent did not request a security deposit. The rent was set at \$355.00 per month from January 1, 2007 until December 1, 2007 when it increased to \$360.00 per month.

The Appellant has had problems paying the rent on time and in full since he moved in to the apartment. By way of background, the Director had issued Order LD06-319 on December 7, 2006 ordering payment of rent. The Appellant did not meet these ordered payments. On March 16, 2007 the Appellant agreed to pay the Respondent \$150.00 per month over and above the then established rent of \$355.00 per month commencing April 1, 2007. The additional \$150.00 per month was to be paid until the arrears were eliminated. However, the Respondent advises that the Appellant did not regularly pay the agreed rent and the additional payment to pay down the arrears.

On November 20, 2007 the Respondent served the Appellant with a Notice of Termination by Lessor of Rental Agreement (Form 4) with the effective date of December 10, 2007. Form 4 cites as reason for termination the non payment of rent arrears, including November 1, 2007 rent, in the amount of \$2466.00.

In his testimony, the Appellant told the Commission that he needs more time to pay. He noted that he has had health problems, including heart problems and a motor vehicle accident. He stated that the cost of his medications had been \$600.00 per month. After having been released from hospital his medications have been trimmed to \$50.00 per month. He cannot afford another apartment and he cannot afford to move. The Appellant stated that his ability to pay the arrears and ongoing rent is much better now as his cost of medications has been reduced. As well, he anticipates that his rent assessment will be reduced in May 2008 as he is no longer earning additional income from employment.

The Respondent's representative told the Commission that they had met numerous times with the Appellant in an effort to have him pay the rental arrears. However, the Respondent's arrears continued to increase. In 2007, the Appellant only paid rent for four months. The Respondent has served five eviction notices on the Appellant.

3. Decision

The Commission denies this appeal for the reasons that follow.

The **Act** does not excuse, for reasons of financial or medical hardship, the obligation of a lessee to pay rent to the lessor. If rent is not paid, the lessor may commence a process to terminate the rental agreement and ultimately put the lessor in possession of the rental unit.

The facts of this present appeal reveal that the Respondent provided the Appellant with several opportunities to stay in his apartment. Unfortunately, rent continued to be unpaid for many months and the arrears continued to grow. The Appellant does not dispute the amount of rent in arrears.

The Commission is sympathetic to the Appellant's health and financial concerns. However, the Respondent has the lawful right to terminate the rental agreement and be put in possession of the apartment.

Accordingly, the Commission denies this appeal.

NOW THEREFORE, pursuant to the *Island Regulatory and Appeals Commission Act* and the *Rental of Residential Property Act*

IT IS ORDERED THAT

1. The appeal is denied.
2. Order LD07-305 issued by the Office of the Director of Residential Rental Property continues in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 14th day of February, 2008.

BY THE COMMISSION:

Maurice Rodgerson, Commissioner

John Broderick, Commissioner

Gordon McCarville, Commissioner

NOTICE

Sections 26.(2), 26.(3), 26.(4) and 26.(5) of the *Rental of Residential Property Act* provide as follows:

26.(2) A lessor or lessee may, within fifteen days of the decision of the Commission, appeal to the court on a question of law only.

(3) The rules of court governing appeals apply to an appeal under subsection (2).

(4) Where the Commission has confirmed, reversed or varied an order of the Director and no appeal has been taken within the time specified in subsection (2), the lessor or lessee may file the order in the court.

(5) Where an order is filed pursuant to subsection (4), it may be enforced as if it were an order of the court.

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