



**THE ISLAND REGULATORY AND  
APPEALS COMMISSION**

Prince Edward Island  
Île-du-Prince-Édouard  
CANADA

**Docket LR15019  
Order LR15-19**

**IN THE MATTER** of an appeal, under Section 25 of the Rental of Residential Property Act, filed by Wayne Richards (represented by Randy Pitre) against Order LD15-167 issued by the Director of Residential Rental Property, dated May 25, 2015.

**BEFORE THE COMMISSION**

on Wednesday, the 22nd day of July, 2015.

Douglas Clow, Vice-Chair  
Ferne MacPhail, Commissioner  
Jean Tingley, Commissioner

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# Order

Compared and Certified a True Copy

(Sgd.) Susan D. Jefferson

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Commission Administrator  
Corporate Services and Appeals

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# Order

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## BACKGROUND

On June 11, 2015, the Commission received a Notice of Appeal from Randy Pitre (“Mr. Pitre”) on behalf of a lessor, Wayne Richards (the Appellant), requesting an appeal of Order LD15-167 dated May 25, 2015.

By way of background, on May 14, 2015 a lessee, Stephanie Gregory (the “Respondent”) filed with the Director a Form 2 – Application for Enforcement of Statutory or Other Conditions of Rental Agreement seeking an Order to authorize the termination of a rental agreement and that an amount found to be owed be paid.

The matter was heard by the Director on May 22, 2015 and in Order LD15-167 the Director ordered:

### **‘IT IS THEREFORE ORDERED THAT**

- 1. The rental agreement between the parties is terminated effective April 8, 2015.**
- 2. The lessor shall pay to the lessee the sum of \$850.00.**
- 3. Payment shall be made either to the Director in trust for the lessee or to the lessee on or before June 19, 2015.”**

The Commission heard the appeal on July 13, 2015. Mr. Pitre represented the Appellant. The Respondent was also present and was represented by the Reverend Madonna Fradsham. Trevor Acorn testified on behalf of the Respondent.

## EVIDENCE

Mr. Pitre testified that the tenancy began in early April 2015. The rent was \$360.00 per month. The invoice date for April’s rent was April 9, 2015 (Exhibit E-9). The invoice date for May’s rent was May 1, 2015 (Exhibit E-10). Shortly after the Respondent moved in, Mr. Pitre received a phone call from another tenant who reported that two men entered the building, asked about the Respondent and broke down her door. The police were called to the scene.

After this, Mr. Pitre stated that he “was done” and was not going to put a new door on for “these people to kick in again”. In his words, “I was putting her out” and later in response to a question from the Commission panel stated “I wanted her out”.

Mr. Pitre has no recollection of receiving a security deposit from the Respondent. He does not know how the young man got into her room. He maintains he did not re-rent the Respondent’s room. He stated that he removed the Respondent’s belongings from her room during the last week of May 2015.

The Respondent testified that there was no door for her room when she moved in. She hung an old black sheet up over the doorway. She stated that she cleaned up the room so she could move in sooner. She stated that in early May 2015 she had returned to her room to find a door had been installed without a lock. She opened the door and found a young man sleeping in the room. Upon awakening, he informed her that Mr. Pitre had rented him the room earlier that day. She found her belongings had been put in the garbage.

## DECISION

In Exhibit E-2, a letter from the Respondent dated May 13, 2015, the Respondent stated in part:

*Mr. Petrie [sic] told me he would not put on a door unless I paid him a damage deposit. ... I gave Mr. Petrie \$150.00 [the sum of \$175.00 had been originally entered, crossed out and initialed SG] for the deposit.*

In Exhibit E-8, a May 25, 2015 email from Mr. Pitre to the Director, Mr. Pitre stated in part:

*Police had to attend unit as 2 men had broken into front door looking for Stephanie Gregory ...*

Mr. Pitre has provided objective evidence of the monthly rent actually paid (Exhibits E-9 and E-10). This point has been conceded by the Respondent and her representative.

The remaining evidence is subjective. Both parties are unclear of specific dates of events, including the date of the alleged break and enter, for which the police apparently attended. No report or letter from the police was filed by the Appellant. Such a report or letter would have provided a specific date when the police officer attended the premises and the report or letter might have made mention of what door or doors, if any, had been broken.

After assessing the oral testimony of the parties at the hearing and all documentary evidence on file, the Commission finds that there was no door on the Respondent’s room when she first moved in. The Commission also finds that she paid \$150.00 towards a security deposit in the hopes of having a door installed.

The Commission agrees with the Director that a replacement door ought to have been provided by the Appellant within a week of the commencement of the rental agreement. Accordingly, the Commission finds that the rental agreement, entered into on April 1, 2015, is terminated effective April 8, 2015.

Accordingly, the Commission orders that the Appellant return rent on the following basis:

April: \$264.00 [\$360 x 22/30]

May: \$360.00

Total return of rent: \$624.00

The Commission further orders that the Appellant return the security deposit in the amount of \$150.00.

Total payment: \$774.00

**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. Director's Order LD15-167 is hereby varied to reflect new information, specifically the exact monthly rent payments, which was not available to the Director at the time of issuing said Order.
3. The rental agreement between the parties is terminated effective April 8, 2015.
4. The Appellant (lessor) shall pay to the Respondent (lessee) the sum of \$774.00.
5. Payment shall be made to the Director in trust for the Respondent (lessee) on or before August 17, 2015.

**DATED** at Charlottetown, Prince Edward Island, this **22nd** day of **July**, 2015.

**BY THE COMMISSION:**

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(sgd. Douglas Clow)  
Douglas Clow, Vice-Chair

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(sgd. Ferne MacPhail)  
Ferne MacPhail, Commissioner

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(sgd. Jean Tingley)  
Jean Tingley, 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.*

## NOTICE: IRAC File Retention

In accordance with the Commission's Records Retention and Disposition Schedule, the material contained in the official file regarding this matter will be retained by the Commission for a period of 2 years.