



**THE ISLAND REGULATORY AND
APPEALS COMMISSION**

Prince Edward Island
Île-du-Prince-Édouard
CANADA

**Docket LR19028
Order LR19-20**

IN THE MATTER of an appeal filed under Section 25 of the Rental of Residential Property Act by Tonya Llewellyn against Order LD19-192 dated May 15, 2019 issued by the Office of the Director of Residential Rental Property.

BEFORE THE COMMISSION
on Tuesday, the 18th day of June, 2019.

John Broderick, Commissioner
M. Douglas Clow, Vice-Chair
Jean Tingley, Commissioner

Order

Compared and Certified a True Copy

(Sgd.) Susan Jefferson

Commission Administrator
Corporate Services and Appeals

IN THE MATTER of an appeal filed under Section 25 of the Rental of Residential Property Act by Tonya Llewellyn against Order LD19-192 dated May 15, 2019 issued by the Office of the Director of Residential Rental Property.

Order

BACKGROUND

On June 3, 2019 the Commission received a Notice of Appeal from a lessee, Tonya Llewellyn (the “Appellant”), requesting an appeal of Order LD19-192 dated May 15, 2019 issued by the Director of Residential Rental Property (the “Director”).

By way of background, on April 25, 2019 the Appellant filed with the Director a Form 6 – Application by Lessee to Set Aside Notice of Termination. Attached to the Form 6 was a Form 4 – Notice of Termination by Lessor of Rental Agreement dated April 22, 2019 signed by Fouad Yammine (“Mr. Yammine”) on behalf of the lessor, Canadian Horizons Inc. (the “Respondent”).

The matter was heard by the Director on May 13, 2019 and in Order LD19-192 the Director ordered:

“IT IS THEREFORE ORDERED THAT

- 1. The lessee’s Application by Lessee to Set Aside Notice of Termination (Form 6) dated April 25, 2019 is dismissed.*
- 2. The Notice of Termination by Lessor of Rental Agreement (Form 4) dated April 22, 2019 for effect May 31, 2019 is valid. However, the officer varies the effective date to 11:59 p.m. on June 30, 2019.*
- 3. The rental agreement between the parties shall terminate as of June 30, 2019 and the lessee shall vacate the premises by 11:59 p.m. on that date.*
- 4. If the lessee fails to vacate the premises in accordance with Paragraph 3 of this Order, then the lessor shall be entitled to apply without further notice to the lessee for an Order directing the Sheriff to put the lessor in possession of the premises.*
- 5. All other terms and conditions of the rental agreement, including the payment of rent, shall remain in effect.”*

The Commission heard the appeal on June 17, 2019. The Appellant was present along with Roxanne Llewellyn. The Respondent was represented by Aldo Di Bacco (“Mr. Di Bacco”).

EVIDENCE

The Appellant testified as to the circumstances of this matter. She submitted that the Respondent had not provided the required notice before entering the premises.

Mr. Di Bacco testified as to the Respondent's involvement in the matter.

Near the end of the hearing the Appellant advised that she does not wish to continue living in the residential premises and has found new premises. She seeks a few additional days to facilitate moving as the termination date falls on a Sunday and moving companies are not available.

Mr. Di Bacco consented to the Appellant's request for an extension of a few days and indicated that the Respondent would not seek rent for those few extra days.

DECISION

The appeal is denied and the terms of Director's Order LD19-192 are confirmed subject to a variation in the termination date.

The Commission reminds the parties of Section 6 of the ***Rental of Residential Property Act*** (the "***Act***"), Statutory Condition 6 Entry of Premises which reads:

6. Entry of Premises

Except in the case of an emergency, the lessor shall not enter the premises without the consent of the lessee unless the lessor has served written notice stating the date and time of the entry to the lessee at least twenty-four hours in advance of the entry and the time stated is between the hours of 9 a.m. and 9 p.m.

The testimony heard by the Commission and documentation in evidence before the Commission (including new exhibits filed as part of the appeal process) would have been sufficient to persuade the Commission to reverse the findings of the Director and allow the rental agreement to continue.

However, neither party seeks the continuation of the rental agreement. The Appellant has found new premises and thus a continuation of the rental agreement could now be problematic. The Appellant merely seeks a few additional days to move her possessions and the Respondent has agreed to this request.

The Commission notes that June 30, 2019 is a Sunday and the following day, July 1, 2019, is Canada Day. As moving companies would unlikely be available either day and the Respondent is agreeable to an extension, the Commission varies the termination of the rental agreement to Thursday July 4, 2019 at 12:00 noon.

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. The terms of Director's Order LD19-192 are confirmed, subject to a variation in the termination date to Thursday July 4, 2019 at 12:00 noon.

DATED at Charlottetown, Prince Edward Island, this **18th day of June, 2019**.

BY THE COMMISSION:

(sgd. John Broderick)

John Broderick, Commissioner

(sgd. M. Douglas Clow)

M. Douglas Clow, Vice-Chair

(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.