



**THE ISLAND REGULATORY AND  
APPEALS COMMISSION**

Prince Edward Island  
Île-du-Prince-Édouard  
CANADA

**Docket LR20032  
Order LR20-29**

**IN THE MATTER** of an appeal under  
Section 25 of the Rental of Residential  
Property Act filed by Gregg McCardle against  
Order LD20-218 dated August 20, 2020 issued  
by the Director of Residential Rental Property.

**BEFORE THE COMMISSION**

on Thursday, the 1st day of October, 2020.

Erin T. Mitchell, Panel Chair & 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 under Section 25 of the Rental of Residential Property Act filed by Gregg McCardle against Order LD20-218 dated August 20, 2020 issued by the Director of Residential Rental Property.

---

# Order

---

This appeal asks the simple question of whether a tenant owes a landlord for unpaid rent.

## BACKGROUND

The Appellant, Gregg McCardle (“Mr. McCardle”), rented a room from the Respondent, Tammy Blaxland (“Ms. Blaxland”) in her house located at 1 Orchard Drive in Stratford, PEI (the “Premises”). He moved in on April 1, 2020, and rent was due on the first of each month. Mr. McCardle paid rent for April and May, but informed Ms. Blaxland in late May that he intended to move out. He did not pay rent for the month of June. He remained on the Premises until July 2, 2020.

On June 2, 2020, Ms. Blaxland served Mr. McCardle with a Notice of Termination by Lessor of Rental Agreement (“Form 4”), citing unpaid rent for June 2020 and alleging a security deposit was unpaid.

On June 12, 2020 Ms. Blaxland filed with the Director of Residential Rental Property (the “Director”) an Application for Enforcement of Statutory or Other Conditions of Rental Agreement (“Form 2”) seeking a finding that rent is owed and a finding that the security deposit, or part thereof, should be forfeited or returned.

The Director heard the matter on August 17, 2020, and in Order LD20-218 ordered that Mr. McCardle pay to Ms. Blaxland the sum of \$488, representing rent owing for the month of June 2020. The Director made no order with respect to the security deposit, as no security deposit was ultimately paid.

Mr. McCardle appealed.

The Commission heard the appeal commencing on September 22, 2020. Both parties participated by way of telephone conference call. Mr. McCardle requested an adjournment and the hearing continued on September 30, 2020.

## DECISION

The appeal is denied and Director’s Order LD20-218 is confirmed.

## IS RENT OWING?

Mr. McCardle testified that he was disappointed with the Director's decision and felt that his side of the story had not been taken into consideration. He felt that there were "mistruths" in the Respondent's testimony and evidence. His specific concerns form part of the audio record of the hearing.

Under questioning from the Commission, Mr. McCardle acknowledged that he lived in the premises from April 1 to July 2, 2020. He acknowledged that he paid his rent for April and May but did not pay rent for June 2020.

Mr. McCardle stated that he decided to move out of the Premises in late May, 2020, due to the alleged behaviour of Ms. Blaxland and her guests. He stated that they had initially agreed that the Premises would be a "safe and sober" house, though Ms. Blaxland stated that this condition was not a term of their rental agreement. Nothing in the written record establishes that this condition formed part of the rental agreement.

The Commission notes that Mr. McCardle did not provide the required notice to Ms. Blaxland to terminate their rental agreement, as is required by section 11 of the *Rental of Residential Property Act*, RSPEI 1988, Cap. R-13.1, as amended (the "Act").

By his own admission, Mr. McCardle remained on the Premises until July 2, 2020, and acknowledged he did not pay rent for the month of June. Mr. McCardle's alleged reasons for deciding to move out of the Premises did not entitle him to withhold rent from Ms. Blaxland.

With respect to the security deposit sought by Ms. Blaxland, the Commission agrees with the Director's findings that, as no security deposit was paid, there is no jurisdiction to award an amount based on an alleged breach of an agreement between the parties.

## DECISION

The appeal is denied and Director's Order LD20-218 is confirmed.

The Commission finds that no security deposit funds were paid and thus there are no security deposit funds to return.

The Commission finds that Mr. McCardle lived in the premises during the month of June 2020 but did not pay rent for that month. The Commission finds that Mr. McCardle owes rent for the month of June 2020.

**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 LD20-218 is confirmed.**

**DATED** at Charlottetown, Prince Edward Island, this **1st** day of **October**, **2020**.

**BY THE COMMISSION:**

(sgd. Erin T. Mitchell)

Erin T. Mitchell, Panel Chair &  
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.*