



Docket: LR22041

Order: LR22-32

IN THE MATTER of an appeal, under section 25 of the *Rental of Residential Property Act* (the “Act”), filed by Amanda Squires, against Order LD22-166 issued by the Director of Residential Rental Property and dated May 27, 2022.

BEFORE THE COMMISSION ON Tuesday, June 21, 2022.

Panel Chair - Erin T. Mitchell, Commissioner
M. Douglas Clow, Vice-Chair

Hearing Date: Monday, June 20, 2022

ORDER

Compared and Certified a True
Copy

(Sgd.) Susan Jefferson

Commission Administrator
Corporate Services and Appeals

This appeal asks the Commission to determine whether the Director of Residential Rental Property (the “Director”) erred in finding that an eviction notice was valid.

BACKGROUND

Amanda Squires (“Ms. Squires”) entered into a written rental agreement for premises located at 36 Angus Way, Alexandra, PE (the “Premises”), from Wade Beaton (“Mr. Beaton”) as of October 23, 2019. Rent for the Premises is \$1,350 per month and is due and payable on the first day of the month.

On April 22, 2022, Mr. Beaton served Ms. Squires with a Notice of Termination by Lessor of Rental Agreement (“Form 4”) citing breaches under clauses 14(1)(a) and 14(1)(b) of the *Act*. The effective date of the Form 4 was May 23, 2022.

On May 2, 2022, Ms. Squires filed with the Director an Application by Lessee to Set Aside a Notice of Termination.

The application was heard by the Director on May 17, 2022, and in Order LD22-166 dated May 27, 2022, the Director found that the Form 4 was valid and ordered that the rental agreement be terminated effective 12:00 noon on June 30, 2022.

Ms. Squires appealed.

The Commission heard the appeal on June 20, 2022. Both Ms. Squires and Mr. Beaton participated by telephone conference call.

Disposition

The appeal is dismissed and Director’s Order LD22-166 is confirmed.

The Issue

Did the Director correctly determine that the Form 4 was valid?

Analysis

Mr. Beaton seeks to terminate the rental agreement based on his assertion that Ms. Squires and her family have caused significant damage to the Premises, the particulars of which include:

- Basement water damage caused by alleged tampering with the sump pumps;
- A washing machine that was dismantled;
- Flooring that was improperly installed;
- Damage to an exterior door;
- A shower mechanism that was disassembled; and
- Miscellaneous other damage to the walls and finishes in the Premises.

Ms. Squires submitted that she and her family were not responsible for the foundation cracks and the water entering the basement. She denied that she or her family “touched” the sump pumps. She stated that they had never used the shower that was disassembled. She stated that they needed more time to find another place to live.

Mr. Beaton explained that the difficulties started when he discovered that the washing machine, which he had purchased new in 2018, had been dismantled. He replaced it as it was unrepairable in its dismantled state. He informed Ms. Squires and her spouse not to take things apart. Sometime later, while attending to an electrical repair, he was informed that the shower was not working. He examined the shower, discovering that it had been taken apart. He also noticed that a door handle had been taken apart. He became aware that through the winter an exterior door had been kicked in. Later, flooding issues occurred – when he checked he found that the sump pumps had been tampered with. He acknowledged that the foundation of the Premises requires repair, but notes that the invoices that he submitted do not include the cost of foundation repair.

The Commission notes that Mr. Beaton had initially sought a termination of the rental agreement effective May 23, 2022. At the hearing before the Director on May 17, 2022, Ms. Squires sought to have the termination date extended to the end of June, in the event a termination was ordered, so that her children could finish the school year. The Director determined that a termination of the rental agreement was appropriate, but extended the termination date to June 30, 2022 as requested by Ms. Squires.

Notwithstanding that her request to extend the termination was granted, she appealed Director’s Order LD22-166.

No new documents were filed on appeal other than the Notice of Appeal form.

The Commission finds that the evidence before the Commission does not warrant disturbing the findings of the Director. Accordingly, the appeal is dismissed and Director’s Order LD22-166 is confirmed.

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 dismissed.
2. Director’s Order LD22-166 is confirmed.

DATED at Charlottetown, Prince Edward Island, the 21st day of June, 2022.

BY THE COMMISSION:

(sgd. Erin T. Mitchell)

Panel Chair - Erin T. Mitchell, Commissioner

(sgd. M. Douglas Clow)

M. Douglas Clow, Vice-Chair

NOTICE

Subsections 26(2), 26(3), 26(4) and 26(5) of the *Rental of Residential Property Act* provides 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.