



Docket: LR22069
Order: LR22-65

IN THE MATTER of an appeal, under section 25 of the *Rental of Residential Property Act* (the "Act"), filed by Shirley Griffin, against Order LD22-398 issued by the Director of Residential Rental Property, dated November 10, 2022.

BEFORE THE COMMISSION ON Friday, December 9, 2022.

Panel Chair - Erin T. Mitchell, Commissioner
J. Scott MacKenzie, K.C., Chair & CEO

Hearing Date: Thursday, December 8, 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

Shirley Griffin (“Ms. Griffin”) rents a mobile home located at 140 MacQuarrie Road, Brackley Beach, PE (the “Premises”) from Shannon Tilley (“Ms. Tilley”) commencing in April, 2022. Rent for the Premises is \$1000 per month, which is due and payable on the first day of the month.

On October 19, 2022, Ms. Griffin was served with a Notice of Termination by Lessor of Rental Agreement for breaches of s. 14(1)(a), s. 14(1)(b) and s. 14(1)(e) of the *Act* (the “Form 4”). The effective date of the Form 4 was November 19, 2022.

On October 19, 2022, Ms. Tilley filed with the Director an application for earlier termination (“Form 5”) requesting an earlier termination dated of October 26, 2022.

On October 27, 2022, Ms. Griffin filed with the Director a set aside application (“Form 6”) to dispute the Form 4.

In Order LD22-398 dated November 10, 2022, the Director found that the Form 4 was valid and ordered that the rental agreement be terminated effective November 19, 2022 at 11:59 p.m.

Ms. Griffin appealed the Order.

The Commission heard the appeal by way of telephone conference call on December 8, 2022. Ms. Griffin participated and called Gordon Griffin (“Mr. Griffin”) as a witness. Ms. Tilley also participated.

Disposition

The appeal is allowed in part. Provided that the balance of rent owing of \$700.00 for the month of December 2022 is fully paid not later than December 14, 2022 at 4:00 p.m., the rental agreement shall terminate at 11:59 p.m. on December 31, 2022.

The Issue

Did the Director correctly determine that the Notice of Termination dated October 19, 2022 was valid?

Analysis

The evidence of the Parties clearly shows that there has been a complete breakdown of the Landlord – Tenant relationship. The Landlord requests the Tenant be evicted and the Tenant confirms she wants to leave the rented premises. While the Commission agrees that the rental agreement should now be terminated as both parties agree to a termination, the Commission questions the finding of the Director that there was a sufficient evidence for termination of the rental agreement. The Commission is mindful of both the direct and indirect effects of Hurricane Fiona, including the turmoil of its lengthy aftermath. The

Commission also acknowledges that the Director did not have the benefit of the new evidence contained in Exhibit E-15. Notwithstanding, the Commission now determines that the rental agreement shall terminate on December 31, 2022.

Ms. Griffin stated that \$300 of the \$1000 rent has been paid for December and expressed the desire to remain in the Premises until the end of December. Mr. Griffin advised that the payment of the remaining rent is not an issue and that funds are available to pay the remaining \$700.

Conditional on payment in full of \$700 on or before December 14, 2022 at 4:00 p.m., representing the remaining rent for the month of December 2022, the rental agreement shall terminate on December 31, 2022 at 11:59 p.m.

In the event that the remaining rent of \$700 has not been fully paid by December 14, 2022 at 4:00 p.m., the rental agreement will immediately terminate without further notice.

If Ms. Griffin fails to vacate the Premises within the above stated terms, a certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.

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 allowed in part.
2. Conditional on payment in full of \$700 on or before December 14, 2022 at 4:00 p.m., representing the remaining rent for the month of December 2022, the rental agreement shall terminate at on December 31, 2022 at 11:59 p.m.
3. In the event that the remaining rent of \$700 has not been fully paid by December 14, 2022 at 4:00 p.m., the rental agreement will immediately terminate without further notice.
4. If Ms. Griffin fails to vacate the Premises within the above stated terms, a certified copy of this Order may be filled in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 9th day of December, 2022.

BY THE COMMISSION:

(sgd. Erin T. Mitchell)

Panel Chair - Erin T. Mitchell, Commissioner

(sgd. J. Scott MacKenzie)

J. Scott MacKenzie, K.C. - Chair and CEO

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.