



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: October 30, 2023

Docket: LR23099

Type: Rental Appeal

INDEXED AS: William Gillis v. Lina Wang

Order No: LR23-59

BETWEEN:

William Gillis

Appellant

AND:

Lina Wang

Respondent

ORDER

Panel Members:

Kerri Carpenter, Commissioner
Murray MacPherson, Commissioner

Compared and Certified a True Copy

(Sgd.) Susan Jefferson

Commission Administrator
Corporate Services and Appeals

1. INTRODUCTION

1. This appeal was heard by the Commission on October 26, 2023, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the rental agreement be terminated and a tenant pay outstanding rent to a landlord,

2. BACKGROUND

2. In March of 2023, William Gillis (the “Tenant”), entered into a written fixed-term tenancy agreement for the premises located at 16 Salisbury Avenue, Charlottetown, PE (the “Premises”) with Lina Wang (the “Landlord”). Rent for the Premises is \$1900 per month due on the first day of the month with a security deposit required and paid in the same amount.
3. On September 11, 2023 the Landlord filed an application to determine dispute (the “Application”) with the Rental Office seeking: an order directing the Tenant to pay outstanding rent; to vacate the Premises; and ordering the Sheriff to put the Landlord into possession of the Premises. Attached to the application were two Eviction Notices the first dated August 15, 2023 and the second dated September 4, 2023 (the “Notices”).
4. In Order LD23-479 the Rental Office found that the Application was valid and ordered that:
 - A. The tenancy agreement between the parties shall terminate effective 5:00 p.m. on October 19, 2023 and that the Tenant and all occupants vacate the Premises by this time and date.
 - B. The Tenant shall pay the Landlord \$3,800 forthwith upon receipt of this Order.
 - C. A certified copy of the Order may be filed with the Supreme Court and enforced by Sheriff Services as permitted by the Act.
5. The Tenant filed an appeal with the Commission.
6. The Commission heard the appeal on October 26, 2023, by way of telephone conference call. The Tenant did not participate at the hearing. Jun Liang (“Mr. Liang”) represented the Landlord.

3. DISPOSITION

7. The Commission dismisses the appeal and confirms Order LD23-479, subject to a variation of the tenancy agreement termination date.

4. ANALYSIS

8. The Tenant attempted to call into the hearing but his mobile phone call was twice dropped. The Commission provided extra time for him to drive to a landline telephone, but the owner of the landline telephone did not want the telephone tied up. The Tenant then sent a brief

email to the Commission setting out his position. The Commission then proceeded with the hearing with testimony from Mr. Liang.

9. The Tenant's position is contained in his October 26, 2023 at 2:08 p.m. email which states:

“The ... office doesn't want me tying up their phone line so just them
[sic] I'll move out before Nov 1”

10. Mr. Liang testified that it was always difficult to contact the Tenant. Mr. Liang stated that the tenancy agreement began on March 1, 2023. Rent was on time for the months of March, April and May 2023. June and July rent was late. August rent was very late as it was not paid until September. September and October rent have not yet been paid and thus the rental arrears are \$3800.00.

11. The Commission finds that the tenancy agreement shall terminate on October 31, 2023 at 5:00 p.m. The Commission also finds that rent is owing in the amount of \$3800.00 representing the months of September and October 2023.

5. CONCLUSION

12. The appeal is dismissed. Order LD23-479 is confirmed, including the rental arrears of \$3800.00, subject to a variation in the tenancy agreement termination date to October 31, 2023 at 5:00 p.m.

IT IS ORDERED THAT

- 1. The appeal is dismissed.**
- 2. Order LD23-479 is confirmed subject to a variation in the termination date for the tenancy agreement.**
- 3. The tenancy agreement between the parties shall terminate effective 5:00 p.m. on October 31, 2023 and that the Tenant and all occupants vacate the Premises by this time and date.**
- 4. The Tenant shall pay the Landlord \$3,800 forthwith upon receipt of this Order.**
- 5. A certified copy of this Order may be filed with the Supreme Court and enforced by Sheriff Services as permitted by the Residential Tenancy Act.**

DATED at Charlottetown, Prince Edward Island, Monday, October 30, 2023.

BY THE COMMISSION:

(sgd. Kerri Carpenter)

Kerri Carpenter, Commissioner

(sgd. Murray MacPherson)

Murray MacPherson, Commissioner

NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.