



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: April 11, 2024

Docket: LR24016

Type: Rental Appeal

INDEXED AS:

Order No: LR24-15

BETWEEN:

James Paugh

Appellant

AND:

Bob Qitai Wu and Cherry Zhengyu Liu

Respondent

ORDER

Panel Members:

M. Douglas Clow, Vice-Chair
Kerri Carpenter, Commissioner

Compared and Certified a True
Copy

(Sgd.) Susan Jefferson

Commission Administrator

1. INTRODUCTION

1. This appeal was heard by the Commission on March 19, 2024, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that a tenancy agreement was terminated and that a tenant owed a landlord for unpaid rent.
2. The applicable legislation is the *Residential Tenancy Act* (the “Act”).
3. The Landlord and Tenant names have been corrected on the style of cause for this Order because all names were incorrect and/or incomplete on Rental Order LD24-057.

2. BACKGROUND

4. On February 22, 2024 the Rental Office issued Order LD24-057 which terminated the tenancy agreement effective February 29, 2024 at 5:00 p.m. Order LD24-057 also ordered the tenant to pay one of the landlords the sum of \$4,553.77 (representing unpaid rent together with unpaid utilities) on or before March 31, 2024. The Commission notes that the tenant’s name was incorrect and that, despite the original Notice of Eviction including both landlord names, one of the landlords was not included in the Order.
5. On February 29, 2024 the Commission received a Notice of Appeal from James Paugh (the “Tenant”).
6. There is no evidence of a written tenancy agreement.
7. The hearing was held on March 19, 2024 by way of telephone conference call. The Tenant participated and affirmed that his name is James Paugh. The Landlords participated and affirmed that their names are Bob Qitai Wu and Cherry Zhengyu Liu.

3. DISPOSITION

8. The appeal is dismissed. The Commission confirms Rental Office Order LD24-057, subject to a revision reflecting an increased sum for rent and utilities owing.

4. ANALYSIS

9. The Tenant testified that he is on disability and a government support agency is supposed to pay his rent. He stated that he had to spend his own money to repair a sewer line backup issue and referenced an invoice for \$1,610.00 dated December 22, 2023.
10. The Landlords testified that the Tenant moved into 467 South Drive, Summerside PE (the “Premises”) on December 6, 2023 and no rent has ever been paid. The Landlords testified that the Tenant had agreed to put the electricity bill in his own name but never did. The total rent owing as of the hearing date is \$5,200.00. The Landlords testified that they were informed by a government support worker that the Tenant does not qualify for assistance.

The Landlords testified that were not provided notice and an opportunity to have any required plumbing work investigated and completed by their contractor. They also stated they have not received a proper invoice for the plumbing work with the name of the plumbing firm or plumber. The Landlords stated that they have insurance coverage for such issues and their insurance company requires a formal invoice. The Landlords requested an invoice from the Tenant and have not received a proper invoice.

11. On his Notice of Appeal form the Tenant stated the following reasons for appeal:

1. *Landlord initially gave me incorrect deposit info.*
2. *Septic backed up in the house, I covered costs that were never reimbursed to me by the landlord.*
3. *ENTIRE house had to be cleaned and painted to be able to move in.*

12. With respect to the argument that the Landlords gave the Tenant the incorrect deposit information, the Commission finds that the Tenant has had ample opportunity to remit payment in any number of manners and also notes that the Tenant has mainly claimed that government is supposed to cover the rent payment.

13. With respect to the Tenant's argument that the Landlord owes him \$1,610.00 for plumbing costs, the Tenant's evidence was essentially that the repairs had to be done quickly and he engaged a contractor to do the work. The Commission finds that the Tenant did not establish that he notified, or attempted to notify, the Landlord in order that the Landlord could make arrangements for the repairs. Further, the invoice provided by the Tenant is not in compliance with normal standards. For example, the invoice does not clearly indicate the name or address of the business which provided the services and there is no HST number shown on the invoice although HST appears to have been charged for the work. Finally, the Tenant did not file an application seeking to have the Landlord reimburse him for the work done. In summary, the Tenant has not met the burden of proof to justify offsetting the cost of the plumbing work against the rent and utility arrears.

14. Similarly, with respect to the claim that the house had to be cleaned and painted to move in, the Landlord pointed out that the Tenant accepted the premises as they were, and did not request that the Landlord arrange for any cleaning or painting. The Commission finds that the Tenant has not provided sufficient evidence to justify offsetting any costs of paint and cleaning against outstanding rent and utilities.

15. With respect to utilities, the Tenant acknowledged that the tenancy arrangement required him to take over the utility account with the City of Summerside. He admitted that he failed to do so and that he has not reimbursed the landlord for any of the utility invoices. As part of the appeal process, the Landlords provided an up to date statement of the amount owed for utilities, which provides that the amount due is \$954.64. Following the hearing, the Commission received a statement from the City of Summerside, setting out the amount due of \$954.64 for electricity provided up to March 19, 2024. The Commission finds that the statement is in order and that up to March 19, 2024, the Tenant owes the Landlords \$954.64 for outstanding utilities.

16. The Tenant's main argument for not paying rent was that he qualifies for social assistance and government should be paying his rent. The Tenant admitted that he has not made any payments on rent or utilities for the duration of the tenancy. The Commission finds that, as of the hearing date, there is rent owing in the amount of \$5,200.00. The outstanding electric utility account owing, as of the hearing date, is \$954.64. The Commission therefore finds that the Tenant owes the Landlords the sum of \$6,154.64 as of the hearing date of March 19, 2024.

17. The Commission agrees with the Rental Office that the tenancy agreement should be terminated. In this appeal, there are no compelling reasons to extend or alter the termination date. Accordingly, the termination date of February 29, 2024 at 5:00 p.m. is confirmed and the rental arrears have continued to grow as the tenant is an over-holding tenant.

5. CONCLUSION

18. The appeal is dismissed. The termination date of the tenancy agreement set out in Order LD24-057 is confirmed. As the Tenant has continued to occupy the Premises without paying rent or utilities, the arrears of rent and utilities have been updated.

IT IS ORDERED THAT

- 1. The appeal is dismissed.**
- 2. The termination of the tenancy agreement as set out in Order LD24-057 is confirmed.**
- 3. The names of the parties are corrected as shown on this Order.**
- 4. The calculation of rent and utilities is varied to reflect the fact that the Tenant has continued to occupy the Premises without making any payments toward rent or utilities.**
- 5. The tenancy agreement terminated on February 29, 2024 at 5:00 p.m. The Tenant and all occupants shall immediately vacate the Premises.**
- 6. The Tenant James Paugh (also known as Jamie Paugh) shall pay the Landlords the sum of \$6,154.64 (\$5200.00 for rent, \$954.64 for utilities, determined as of March 19, 2024) on or before April 30, 2024.**
- 7. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Act.**
- 8. This Order shall not limit or prevent any claim for rent and utilities owed by the Tenant to the Landlords occurring after March 19, 2024 and continuing to the actual date of vacating the Premises.**

DATED at Charlottetown, Prince Edward Island, Thursday, the 11th day of April, 2024.

BY THE COMMISSION:

(sgd. Kerri Carpenter)

Kerri Carpenter, Commissioner and Panel
Chair

(sgd. M. Douglas Clow)

M. Douglas Clow, Vice-Chair

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.