



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 5, 2024

Dockets: LR24050

Type: Rental Appeal

INDEXED AS: Chen Li v. She Ming Ye

Order No: LR24-52

BETWEEN:

Chen Li (the "Appellant")

Appellant

AND:

She Ming Ye (the "Landlord")

Respondent

ORDER

Panel Members:

Kerri Carpenter, Commissioner
Cynthia McCardle, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on August 20, 2024, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in respect of an order finding the Tenant responsible to pay outstanding rent and other expenses to the Landlord.

B. BACKGROUND

2. This appeal concerns a rental unit located at 34 Colonel Gray Drive, Charlottetown (the “Rental Unit”). In September 2023, the parties entered into a written, fixed-term tenancy agreement for the Rental Unit beginning September 30, 2023, and ending August 31, 2024. Rent was \$2,500.00 due on the first day of each month. The Tenant paid a \$2,500.00 security deposit on September 29, 2023. The Tenant vacated the Rental Unit on April 30, 2024.
3. On May 13, 2024, the Landlord filed a Form 2(B) Landlord Application to Determine Dispute (the “Application”) with the Rental Office. The Application sought to make claim against the security deposit for outstanding rent and additional compensation for other expenses.
4. On June 12, 2024, the Landlord filed a second Form 2(B) Landlord Application to Determine Dispute with the Rental Office requesting an order directing the Tenant to pay outstanding rent for May 2024.
5. On June 24, 2024, a teleconference was held before the Rental Office. The Landlord and a representative participated. The Tenant and a translator also participated in the hearing.
6. The Rental Office issued Order LD24-224 on July 11, 2024, which allowed the Landlord’s applications, and ordered the Tenant to pay the Landlord \$2,910.13.
7. The Tenant appealed Order LD24-215 on July 26, 2024.
8. The Commission heard the appeal on August 20, 2024, by way of telephone conference. The Tenant participated in the hearing. A representative for the Landlord, Lyla Li, participated on behalf of the Landlord (the “Landlord Representative”).

C. DISPOSITION

9. The appeal is dismissed.

D. SUMMARY OF EVIDENCE

Tenant’s Evidence

10. The Tenant testified that she agreed to rent the Landlord’s house in October 2023. One month later, she bought a townhouse. She rented the townhouse to tenants, but as a result of an unrelated matter before the Rental Office in respect of that townhouse, her tenants vacated and she had to move into the townhouse in April 2024. That is why she terminated the lease with the Landlord earlier than agreed to.

11. At the hearing, the Tenant testified that she agreed she would pay a portion of the amount awarded in Order LD24-224, but asked for additional time to make the payment and submitted that it should be reduced by \$400. This is consistent with the relief requested on the Tenant's Notice of Appeal.
12. At the hearing, the Tenant testified that she had hired a cleaner when she first moved into the Rental Unit, at a cost of \$400. She requested that this amount be deducted from the amount ordered in LD24-224. The Tenant provided a photograph of an invoice for a "cleaning fee" dated October 18, 2023, for the address of the Rental Unit. She also submitted photographs of the Rental Unit which she says were taken before she moved in and demonstrate the cleanliness of the Rental Unit at that time.
13. The Tenant also requested until January 31, 2025 to pay the remaining amount.

Landlord's Evidence

14. With respect to the Tenant's claims that she had paid to have the Rental Unit cleaned when she moved in, the Landlord Representative disputed this claim, and testified that the Tenant had not mentioned the cleanliness of the Rental Unit to either her or the Landlord when the Tenant moved in. The Landlord Representative also questioned whether the invoice submitted by the Tenant was backdated.
15. The documentary evidence includes an email from the Landlord Representative to the Rental Office stating that the items in the pictures of the Rental Unit submitted by the Tenant were tools owned by the Landlord and were removed by him.

E. ANALYSIS

16. In Order LD24-224, the Residential Tenancy Officer ordered the Tenant pay to the Landlord a total of \$2,910.13. That amount was calculated as follows:

| Item | Amount |
|--|-------------------|
| Rent Owing for April and May 2024 | \$5,000.00 |
| Cleaning | \$400.00 |
| Water Bills | \$55.89 |
| Less Security Deposit | (\$2,500.00) |
| Less Interest (Sept 29/23 to July 11/24) | (\$45.76) |
| Total Owed by Tenant | \$2,910.13 |

17. At the appeal hearing before the Commission, the Tenant did not dispute payment of the entire amount awarded in Order LD24-22. In fact, she agreed to pay \$2,520.13, but submitted that \$400 should be deducted from the amount awarded because she had paid to have the Rental Unit cleaned when she moved in.
18. The Commission denies the Tenant's appeal. We are not satisfied that the evidence presented by the Tenant proves, on a balance of probabilities, that the Rental Unit was unclean when she moved in to the point that she needed to pay \$400 to have the Rental Unit professionally cleaned. The Tenant provided pictures that do depict the Rental Unit as being messy with garbage and other items; however, the pictures pre-date the tenancy agreement, and there is no evidence that she raised this with the Landlord or the Landlord's Representative at the time. Nor is there evidence that she claimed this amount

be reimbursed to her at the time. The Landlord Representative's evidence is that the Landlord removed the items. The Commission declines to grant the relief sought by the Tenant and therefore the award will not be reduced by the \$400 the Tenant paid to have the unit cleaned after she moved in.

19. The Tenant also asked for additional time to pay the remaining amount ordered in LR24-224. However, in these circumstances, the Commission declines to grant this remedy.

F. CONCLUSION

20. The appeal is dismissed. Order LR24-224 is confirmed.

IT IS ORDERED THAT

1. **The appeal is dismissed.**
2. **Order LD24-224 is confirmed.**
3. **The Tenant shall pay the Landlord \$2,910.13 by September 20, 2024.**
4. **A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Residential Tenancy Act.**

DATED at Charlottetown, Prince Edward Island, 5th day of September, 2024.

BY THE COMMISSION:

(sgd. Kerri Carpenter)

Kerri Carpenter, Commissioner

(sgd. Cynthia McCardle)

Cynthia McCardle, 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.