



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: December 19, 2024

Dockets: LR24082

Type: Rental Appeal

INDEXED AS: Crystal Myers v. Fouad Haddad

Order No: LR24-73

BETWEEN:

Crystal Myers (the "Tenant")

Appellant

AND:

Fouad Haddad (the "Landlord")

Respondent

ORDER

Panel Members:

Kerri Carpenter, Commissioner
Murray MacPherson, 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 December 7, 2024, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the tenancy between the parties shall terminate effective 5:00 pm on December 4, 2024.

B. BACKGROUND

2. This appeal concerns a rental unit located at 56 Grafton Street, Charlottetown, PEI (the “Rental Unit”). The Tenants entered into a written, month to month tenancy agreement beginning February 1, 2024. Rent is \$1,375.00 due on the first day of each month. The Tenants paid a security deposit of \$975 at the beginning of the tenancy.
3. On June 1, 2024, the Landlord served the Tenant with a *Form 4 (B) Eviction Notice* (the “Notice”) for possession of the Unit by the Landlord’s daughter. The effective date in the Notice was September 30, 2024.
4. This effective date is automatically changed to October 31, 2024, under section 54 of the *Residential Tenancy Act* (the “Act”) because the Landlord was required to provide the Tenant with a minimum of four full months’ notice and be served the day before rent is due (clause 62(2)).
5. On November 1, 2024, the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the “Landlord Application”) with the Residential Tenancy Office (the “Rental Office”). The Landlord Application seeks an Order for vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
6. On November 12, 2024, the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the “Tenant Application”) with the Rental Office disputing the Notice. A copy of the Tenant Application was emailed to the Landlord by the Rental Office on November 12, 2024.
7. On November 12, 2024, the Landlord, the Tenant, and a Tenant witness participated in a teleconference hearing.
8. The Residential Tenancy Office issued Order LD24-385 on November 14, 2024, which ordered that the tenancy agreement between the parties shall terminate effective December 4, 2024, at 5:00 pm.
9. The Tenant appealed Order LD24-385 on November 18, 2024.
10. The Commission heard the appeal on December 17, 2024, by way of telephone conference. The Tenant and the Landlord participated.

C. DISPOSITION

11. The appeal is dismissed. Order LD24-385 is confirmed, subject to a variation in the tenancy termination date.

D. ISSUE

12. Does the *Act* require the Tenant and all occupants to vacate the Rental Unit?

E. SUMMARY OF EVIDENCE

13. The Tenant testified that she has been searching for another place to stay since June 2024. The Tenant stated that she is hoping she can stay in the Rental Unit until she finds new rental accommodation. The Tenant described the Landlord as a “nice” landlord.

14. The Landlord testified that his daughter has moved back to Prince Edward Island and needs an apartment. He noted that his daughter is currently in temporary accommodation with her possessions stored in a storage unit. He testified that the Rental Unit is suitable for his daughter’s needs.

15. Both parties agreed that the Landlord had not yet provided the required compensation to the Tenant.

F. ANALYSIS

16. Section 62 of the *Act* permits a landlord, who is an individual, to terminate a tenancy if that landlord in good faith requires possession of the rental unit for rental occupation of at least one year for several described persons, including the landlord’s child. At least four months’ notice must be given, with the form of notice, particulars and the tenant’s right to dispute the notice set out in detail in the various subsections of section 62.

17. In the present appeal, there is no evidence or even suggestion that the Landlord is not acting in good faith. Indeed, the Tenant gave a positive opinion of the Landlord. The required statutory Form 4(B) Eviction Notice has been provided.

18. Section 72 of the *Act* requires a landlord to compensate a tenant who receives an Form 4(B) Eviction Notice under section 62. This compensation shall be either:

- One month’s rent plus reasonable moving expenses in accordance with the Residential Tenancy Regulations (the “Regulations”), **or**
- Offer the tenant another rental unit acceptable to the tenant.

19. Subsection 6(1) of the Regulations specifies that reasonable moving expenses are the lesser of the actual moving expenses or one month’s rent.

20. Section 73 of the *Act* requires the landlord to compensate the tenant no later than the termination date specified on the Form 4(B) Eviction Notice given by the landlord.

21. The Commission finds that the Landlord has met the requirements of section 62 and thus is entitled to possession of the Rental Unit for the rental occupation of at least one year for his daughter.
22. Given that the notice period has now passed, the Landlord would ordinarily be entitled to immediate possession of the Rental Unit for his daughter. However, the Landlord has not provided one of the two section 72 compensation options to the Tenant as of the hearing date and thus either option was not provided within the timeline required by section 73. The Commission will therefore provide additional notice and require compensation compliance.
23. Accordingly, the Commission orders the termination of the tenancy agreement, effective Thursday January 16, 2025 at 5:00 p.m. at which time the Tenant and all occupants must vacate the Rental Unit. The Landlord must provide section 72 compensation (one month's rent plus reasonable moving expenses as defined in the Regulations OR another rental unit acceptable to the Tenant) to the Tenant no later than the above date and time.
24. The Commission reminds the parties that in the event the Tenant wishes to terminate the tenancy earlier than January 16, 2025 she must provide the Landlord with at least 10 days' written notice and pay the proportion of rent due to the effective date of the Tenant's notice (see subsection 69(1). The Commission also reminds the parties of the Landlord's obligation to refund any rent paid for a portion after the effective date of the Tenant's notice (see subsection 69(2).

G. CONCLUSION

25. The appeal is dismissed and order LD24-385 is confirmed, subject to a variation in the tenancy termination date.

IT IS ORDERED THAT

- 1. The appeal is dismissed.**
- 2. Order LD24-385 is confirmed, subject to a variation of the termination date.**
- 3. The tenancy agreement between the parties shall terminate effective Thursday January 16, 2025 at 5:00 p.m. The Tenant and all occupants shall vacate the Rental Unit by said date and time.**
- 4. In the event the Tenant wishes to terminate the tenancy agreement to an earlier date, she must provide the Landlord with at least 10 days' notice prior to her desired termination date.**
- 5. The Landlord must satisfy one of the two section 72 compensation options not later than the above cited termination date and time.**

6. A certified copy of this Order may be filed with the Supreme Court and enforced by Sheriff Services as permitted by the Act.

DATED at Charlottetown, Prince Edward Island, 19th day of December, 2024.

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.