



**Date Issued:** January 2, 2025  
**Dockets:** LR 24075  
**Type:** Rental Appeal

INDEXED AS: Brodie Gass and Amber Gass v. Yacoub Siddig Abdallah  
Order No: LR25-03

**BETWEEN:**

Brodie Gass and Amber Gass (the "Tenants")

**Appellants**

**AND:**

Yacoub Siddig Abdallah (the "Landlord")

**Respondent**

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## ORDER

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Panel Members:

M. Douglas Clow, Acting Chair  
Murray MacPherson, Commissioner

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

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Commission Clerk  
Island Regulatory and Appeals Commission

## **A. INTRODUCTION**

1. This appeal was heard by the Commission on December 5, 2024, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Tenants must pay the Landlord unpaid rent, in the amount of \$6,619.35 by October 28, 2024.

## **B. BACKGROUND**

2. This appeal concerns a rental unit located at 1642 Brackley Point Road (the “Rental Unit”), as a month-to-month agreement. Rent was \$1,900.00 due on the first day of each month. A \$1,900.00 security deposit was required but only \$900.00 was paid.
3. On July 25, 2024 the Landlord served the Tenants with a *Form 4 (A) Eviction Notice* (the “Notice”) effective on August 15, 2024. The Notice was served for non-payment of rent and part of the security deposit.
4. On August 30, 2024 the Landlord filed a *Form 2 (B) Landlord Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”). The Application seeks a monetary Order for rent owing. The Landlord posted the Application to the Rental Unit’s front door.
5. The Application also seeks an Order for vacant possession of the Rental Unit and for the Sheriff to put the Landlord in possession, which is the subject of Order LD24-329.
6. The Landlord filed additional applications on September 5, 2024 and September 11, 2024 with updated rent owing amounts. The Landlord taped these additional applications to the Rental Unit’s door.
7. On October 3, 2024 the Landlord joined the teleconference hearing but the Tenants did not join.
8. The Residential Tenancy Office issued Order LD24-330 on October 4, 2024, which order the Tenants to pay the Landlord unpaid rent, in the amount of \$6,619.35 by October 28, 2024.
9. The Tenants appealed Order LD24-330 on October 23, 2024.
10. The Commission heard the appeal on December 5, 2024, by way of telephone conference. The Tenants, Brodie Gass and Amber Gass attended the hearing. The Landlord Yacoub Siddig Abdallah, attended the hearing .

## **C. DISPOSITION**

11. The appeal is allowed in part. Order LD24-330 is varied, reducing the rent owing.

## **D. ISSUE**

12. Is there evidence to support a reduction in the rent owing?

## **E. SUMMARY OF EVIDENCE**

13. The Tenants testified that they moved out of the Rental Unit on October 1, 2024. The Tenants testified at some length about their complaints concerning the Rental Unit. The Tenants referred to Exhibit A-1 (pages 27 and 28 of the Commission file record) which consists of receipts they submitted into evidence as part of the appeal. Ms. Gass stated that the Landlord had not provided receipts to her for July and August 2024, so she made out the receipts on page 28 and the Landlord confirmed them by writing his initials on them. Ms. Gass stated that rent was paid for September 2024 but there is no receipt in evidence for it.
14. The Landlord acknowledges the receipts 01 and 49 on page 27 but denies receiving the funds noted in the receipts on page 28. He states that he is owed rent for July, August and September 2024.

## **F. ANALYSIS**

15. Where a landlord seeks to make a claim for unpaid rent, the onus rests on the landlord to demonstrate that rent has been unpaid. In so doing, a ledger sheet is helpful for the landlord to set out what has actually been paid by a particular tenant for a particular unit on specified dates. A tenant may then support their case by providing receipts, printouts of bank statements or printouts of e-transfers to the landlord. Where rent is paid in cash, receipts showing cash withdrawals may be helpful.
16. In the present appeal, the Landlord has not provided a ledger sheet. The Landlord on appeal acknowledges receipt of \$1,900.00 in June 2024. An additional receipt, 49, makes reference to the sum of \$900.00. The reference is confusing, but given the finding by the Officer in Order LD24-330 that \$900.00 of \$1,900.00 for the security deposit was paid, the Commission observes that this \$900.00 may possibly reflect a portion of the security deposit that was paid. That said, the Commission does not make a specific finding with respect to the security deposit. The Landlord denies receiving rent for July, August or September. The Tenants moved out on October 1, 2024.
17. The Tenants claimed that \$2,900.00 was paid to the Landlord in July, representing \$1,900.00 for rent plus the remaining \$1,000.00 of the \$1,900.00 security deposit. The Tenants claim that \$1,600.00 was paid towards rent in August. The Tenants claim they paid rent in September but have not provided a receipt for this.
18. The receipts provided by the Tenants found on page 28 of the file record (part of Exhibit A-1) are of questionable probative value. The Tenants state they wrote out the receipts, handed them to the Landlord, and he initialed them. The Landlord denies this. Had the Landlord furnished a rental ledger showing what was actually paid by the Tenants for the Rental Unit and when, the Commission would be in a position to consider rejecting the receipts on page 28. However, as the Landlord did not provide a ledger, the Commission is left with the Landlord's word versus the word of the Tenants with respect to the July and

August receipts. As the onus rests with the Landlord to prove the rent was not paid, the Commission must accept the receipts provided by the Tenants.

19. Accordingly, the Commission finds that the Tenants paid their rent for the month of June, July and paid all but \$300.00 for the month of August. The Tenants did not pay any rent for the month of September. No pro-rated rent was owing for October as they moved out effective October 1, 2024. Accordingly, the Commission finds that the Tenants owe the Landlord the sum of \$2,200.00 (\$1,900.00 for September plus \$300.00 left owing for August).
20. With respect to the matter of the security deposit, Order LD24-330 made no finding with respect to a return of a security deposit. The Commission could not find any application for a return of the security deposit in the file materials and accordingly the absence of a provision for the return of the security deposit in Order LD24-330 is reasonable. The matter of the determination of the security deposit therefore awaits an application and a decision by the Rental Office.

## **G. CONCLUSION**

21. The appeal is allowed in part. Order LD24-330 is varied to find that the Tenants owe the Landlord the sum of \$2,200.00 for unpaid rent.

## **IT IS ORDERED THAT**

1. **The appeal is allowed in part.**
2. **Order LD24-330 is varied to require the Tenants to pay the Landlord unpaid rent in the amount of \$2,200.00 by January 31, 2025.**

**DATED** at Charlottetown, Prince Edward Island, 2<sup>nd</sup> day of January, 2025.

## **BY THE COMMISSION:**

(Sgd. M. Douglas Clow)

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M. Douglas Clow, Acting Chair

(sgd. Murray MacPherson)

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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.