



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: June 20, 2025

Dockets: LR25014

Type: Rental Appeal

INDEXED AS: Gillian Moore v. Red Sands Properties Inc.

2025 PEIRAC 24 (CanLII)

Order No: LR25-22

BETWEEN:

Gillian Moore (the “Tenant”)

Appellant

AND:

Red Sands Properties Inc. (the “Landlord”)

Respondent

ORDER

Panel Members:

Kerri Carpenter, Vice Chair
Pamela J. Williams, K.C., Chair

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 April 23, 2025, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in finding that the Tenant was to pay the Landlord \$90.61 by April 18, 2025, and that the Landlord is entitled to keep the security deposit, including interest, totalling \$921.15. This amount was awarded to offset unpaid rent and cleaning and repair costs.

B. BACKGROUND

2. This appeal concerns a rental unit located at 35295 Western Road, Coleman, PEI (the “Rental Unit”).
3. On December 11, 2023, the parties entered into a written, fixed-term tenancy agreement from December 11, 2023, to November 30, 2024. Rent of \$895.00 was due on the first day of the month. A security deposit of \$895.00 was paid at the beginning of the tenancy. The rent was pro-rated for December 2023.
4. On November 20, 2024, the Tenant moved out of the Unit.
5. On December 6, 2024, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”), seeking rent owed, additional compensation for cleaning and damage, and to keep the security deposit.
6. On February 7, 2025, the Tenant notified the Rental Office that she would not be participating in the hearing. She did not request an adjournment.
7. On February 27, 2025, the Landlord’s representative participated in a teleconference hearing with the Rental Office.
8. On March 18, 2025, the Rental Office issued Order LD25-103, which ordered that the Tenant will pay the Landlord \$90.51 and that the Landlord was entitled to keep the security deposit, including interest, totalling \$921.15. This award was based on a calculation for unpaid rent and cleaning and repair costs incurred after the Tenant vacated the Rental Unit.
9. The Tenant appealed Order LD 25-103 on March 21, 2025.
10. The Commission heard the appeal on April 23, 2025, by way of telephone conference. The Tenant did not attend the hearing. Kyle Gillis attended the hearing on behalf of Red Sands Properties Inc.
11. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).

C. DISPOSITION

12. The appeal is dismissed as the Tenant failed to appear at the appeal hearing. The Commission confirms Order LD25-103.

D. ISSUES

13. Has the Tenant abandoned the appeal?

E. SUMMARY OF EVIDENCE

14. The Tenant did not appear at her appeal hearing before the Commission on April 23, 2025. She did not request a postponement of the hearing.

F. ANALYSIS

15. The Commission deems the appeal to have been abandoned as the Tenant failed to participate in her appeal even though the date, time and method of participation was made known to her. .

16. Where the party who filed the appeal, the appellant, fails to participate in their appeal, the Commission reviews the record to ensure that adequate notice of the date, time and method of participation has been provided to that party. In the event that adequate notice is provided the Commission will ordinarily deem the appeal abandoned. This approach is consistent with Rule 29 of the Commission's Rules of Practice & Procedure which reads:

29. Abandonment of an Appeal or Application

1. The Commission may deem an appeal or application to have been abandoned where, upon notice to the appellant or applicant, they have failed to:

(a) communicate with the Commission in a timely manner;

(b) respond to Commission inquiries, requests, or direction;

(c) file submissions or documentation with the Commission when directed to do so;

(d) or appear at a pre-hearing conference, preliminary hearing, or a hearing.

Emphasis added.

17. From the Commission's record, the following notice was provided to the Tenant:

- April 7, 2025, email, verified as the same email address used on the Tenant's Notice of Appeal form, to Tenant providing hearing information as well as instructions to connect to Zoom with attached Letter, Notice of Hearing, Exhibit List and Exhibits. The Letter, Notice of Hearing and Exhibit List all contained the date and time of the hearing.
- April 17, 2025, email to both parties again providing instructions to connect to Zoom with attached exhibit list and exhibits. The body of the email included the hearing date of Tuesday [error] April 23, 2025 and the time of 9:00 a.m.

- April 22, 2025, resending email to parties of April 17th, to clarify hearing day is Wednesday (note April 17th email had Tuesday, April 23, 2025, the day should have been Wednesday).
 - April 23, 2025, at 9:03 am. email to Tenant asking her to connect to the hearing.
 - April 23, 2025, call to Tenant using the telephone number that she included on her Notice of Appeal form – no answer, left voice mail.
18. The Commission notes that the April 7, 2025 two-page letter to the Tenant contains the following section dealing with hearing attendance:

ATTENDANCE AT HEARING

*Please note that your participation at this tele-hearing is **mandatory**. Failure by you to participate at the tele-hearing will result in the Commission finding that you have abandoned your appeal and will issue an Order placing the Residential Tenancy Office's Order LD25-103 back into immediate force and effect. Please be advised that such Order will be posted on our public website with all names included.*

19. The Commission also notes that the April 7, 2025 letter also provides the date and time of the hearing, instructions for the Zoom hearing by either telephone or web browser, information concerning the proposed exhibit list, details on how to submit new evidence and the deadline for such evidence, the procedure if an appellant wishes to withdraw the appeal (noting the hearing is then cancelled and no Order appears on the Commission website), a link to the Commission Rules of Practice & Procedure and a link to the Commission's frequently asked questions for rental appeals.
20. In conclusion, the Commission finds that the Tenant was provided with ample notice of the date, time and method of participation using the email address the Tenant entered on her Notice of Appeal form. Because the Tenant failed to connect to the hearing, the Commission deems the appeal to have been abandoned.
21. The Commission wishes to remind the Landlord that they should use Form 1 Standard Form of Tenancy Agreement, which is the required Form set out under the *Act*. This is especially important as the "Agreement" used by the Landlord, see Exhibit E-9, pages 16 to 19 of the Commission file record, contains some charges on page 2 of the Agreement [page 17 of the file record] which are contrary to the provisions of the *Act* but not applicable to the current dispute.

G. CONCLUSION

22. The appeal is deemed abandoned in accordance with Rule 29(1)(d) of the Commission's Rules of Practice and Procedure and, therefore, the Commission makes no disposition with respect to the merits of the appeal.

IT IS ORDERED THAT

1. **The appeal is deemed abandoned.**

DATED at Charlottetown, Prince Edward Island, 20th day of June, 2025.

BY THE COMMISSION:

[sgd. Kerri Carpenter]

Kerri Carpenter, Vice Chair

[sgd. Pamela J. Williams, K.C.]

Pamela J. Williams, K.C., 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.