

**INTRODUCTION**

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On August 9, 2024 the Landlord’s representative (the “Representative”) taped an *Eviction Notice (Form 4 (A))* (the “Notice”) to the Rental Unit’s front door. The Notice was given to the Tenant for non-payment of rent, with an effective date of August 29, 2024.
- [3] The Notice’s particulars of termination stated:
- “NSF charges June (25\$), July (25\$), August (25\$). Owes partial June rent (\$704.00), July (\$960.00) and August (\$960.00). Also (\$866.00) still owing for damage deposit.”*
- [4] On September 4, 2024 the Representative filed a *Form 2 (B) Landlord Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”). The Application included a claim for rent owing, which is the subject of this decision. The Application also seeks vacant possession of the Rental Unit and an order for the Sheriff to put the Landlord in possession, which is the subject of Order LD24-310.
- [5] On September 5, 2024 the Representative emailed the Application to the Tenant.
- [6] On September 13, 2024 the Rental Office emailed the parties a notice of a teleconference hearing, along with a copy of the Application. The Representative taped the hearing notice to the Rental Unit’s front door.
- [7] On September 18, 2024 the Rental Office emailed the parties the evidence package (“EP”).
- [8] On September 19, 2024 at 9:00 a.m. a teleconference hearing was held before the Residential Tenancy Officer (the “Officer”). The Representative and the Tenant participated at the hearing.

**ISSUE**

- i. Does the Tenant owe rent to the Landlord?

**SUMMARY OF EVIDENCE**

- [9] The Rental Unit is one-half of a side-by-side duplex.
- [10] On August 1, 2023 the parties entered into a written, fixed-term tenancy agreement for possession of the Rental Unit. Upon the expiry of the fixed-term, the tenancy continued month-to-month. Rent is \$960.00 due on the first day of the month. A security deposit of \$933.00 was required; however, only \$67.00 was paid at the beginning of the tenancy.

**LANDLORD’S EVIDENCE AND SUBMISSIONS**

- [11] The Representative submitted 66-pages of documents into evidence including: the Application, the Notice, the tenancy agreement, a summary of the evidence, a rent ledger for the Rental Unit, and emails with the Tenant.
- [12] The Representative stated that the Tenant has been behind on her rent payments for a very long time. The Representative stated that she has tried to work with the Tenant, and even tried payment plans. The Representative stated that the last rent payment received from the Tenant was on August 29, 2024 in the amount of \$300.00.
- [13] The Representative stated that the total amount owed in arrears is \$3,384.00. This includes \$960.00 for September’s rent, \$25.00 NSF fee and the \$300.00 payment received.

**TENANT'S EVIDENCE AND SUBMISSIONS**

- [14] The Tenant submitted a 1-page written submission into evidence.
- [15] The Tenant stated that she lost her job in January 2024, which caused financial hardship. The Tenant stated that she developed an addiction which negatively impacted her finances. The Tenant stated that she is not disputing that she owes the rental arrears, and that she should be able to pay \$4,000.00 to the Landlord.
- [16] The Tenant stated that she must have forget about paying the remaining balance of the security deposit.

**ANALYSIS & CONCLUSION**

- [17] In Order LD24-310, the Officer found that the Tenant must vacate the Rental Unit by 5:00 p.m. on Monday, September 30, 2024.
- [18] The evidence establishes that the Tenant owes \$3,384.00 in rental arrears to the Landlord. The calculations are as follows:
- June 2024 arrears: \$704.00;
  - NSF fee for June: \$25.00;
  - July 2024 arrears: \$960.00;
  - NSF fee for July: \$25.00;
  - August 2024 arrears: \$960.00;
  - NSF fee for August: \$25.00;
  - September 2024 arrears: \$960.00;
  - NSF fee for September: \$25.00;
  - August 29, 2024 payment (\$300.00).

- [19] The Application is allowed. The Tenant must pay the Landlord \$3,384.00 by the timeline below.

**IT IS THEREFORE ORDERED THAT**

- I. **The Tenant must pay the Landlord \$3,384.00 by Wednesday, October 9, 2024.**

**DATED** at Charlottetown, Prince Edward Island, this 19th day of September, 2024.

(sgd.) Cody Burke

Cody Burke  
Residential Tenancy Officer

**NOTICE****Right to Appeal**

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **20 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

**Filing with the Court**

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.