

**INTRODUCTION**

[1] The Landlord seeks an order against the Tenant for rent owed and NSF Fees.

**DISPOSITION**

[2] I find that the Tenant will pay the Landlord \$7,625.00.

[3] The Tenant will pay the Landlord rent for the days the Tenant lives in the Unit in March 2025.

**BACKGROUND**

[4] The parties entered into a written, fixed-term tenancy agreement for the Unit from August 1, 2024, to July 31, 2025. Rent of \$2,500.00 is due on the first day of the month. A \$2,500.00 security deposit was paid at the beginning of the tenancy.

[5] On November 5, 2024, the parties had a previous Rental Office hearing (Orders LD24-379 and LD24-380). In that matter, the Tenant was ordered to vacate the Unit by November 14, 2024, and pay the rent owed by November 30, 2024. The Tenant paid the rent owed, and the Landlord agreed to allow the Tenant to continue living in the Unit.

[6] On December 27, 2024, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 16, 2025 (the "Notice") for unpaid rent of \$2,500.00.

[7] On January 23, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office") seeking rent owed, which is the subject of this decision (the "Application"). The Landlord also seeks vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject of Order **LD25-070**.

[8] On February 3, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for February 18, 2025.

[9] On February 4, 2025, the Rental Office mailed and emailed the parties notice of a rescheduled teleconference hearing for February 25, 2025.

[10] On February 13, 2025, the Rental Office emailed the parties a 23-page evidence package.

[11] On February 25, 2025, the Landlord's representative (the "Representative") and the Tenant participated in the teleconference hearing to determine the Application. Both parties confirmed receipt of the evidence package, and the Representative confirmed that all documents submitted to the Rental Office were included. The Tenant submitted no documents.

**ISSUE**

A. Does the Tenant owe the Landlord rent and NSF fees?

**ANALYSIS**

[12] The Representative's evidence is as follows. The Tenant owes the Landlord \$7,625.00 in outstanding rent and NSF fees.

[13] The Tenant did not pay rent for December 2024, January 2025 or February 2025, totalling \$7,500.00. There are also five outstanding NSF fees totalling \$125.00 (5 x \$25.00) because there were insufficient funds in the Tenant's bank account when the payments were processed. A rental ledger, banking documents, and messages between the parties were submitted as evidence.

- [14] The Representative stated that he was not willing to reinstate the tenancy agreement if the outstanding rent was paid. The Representative agreed to extend the vacate date to March 10, 2025, and stated that the Tenant is responsible for rent the days the Tenant occupies the Unit in March.
- [15] The Tenant agreed that she owes the Landlord \$7,625.00. The Tenant stated that she had been going through financial challenges, and she hopes to have the outstanding rent paid soon. The Tenant agreed to vacate by March 10, 2025.
- [16] I find that the Landlord has provided sufficient evidence to establish that the Tenant has not paid rent for December 2024, January 2025, or February 2025, totalling \$7,500.00 and that the Tenant owes the Landlord \$125.00 in NSF fees, totalling \$7,625.00.

**IT IS THEREFORE ORDERED THAT**

1. The Tenant will pay the Landlord \$7,625.00 by May 5, 2025.
2. The Tenant will pay the Landlord rent for the days the Tenant lives in the Unit in March 2025.

**DATED** at Charlottetown, Prince Edward Island, this 3rd day of March, 2025.

(sgd.) Mitch King

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**Mitch King**  
**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.