

INTRODUCTION

- [1] The Landlord seeks an order requiring the Tenant to pay rent owed for January and February 2025 and a \$25.00 NSF fee.

DISPOSITION

- [2] The Landlord will keep the Tenant's security deposit, plus interest, totalling \$2,517.78.
- [3] The Tenant will also pay the Landlord \$2,239.36.

BACKGROUND

- [4] The Unit is one-half of a duplex (the "Residential Property").
- [5] On December 1, 2024, the parties entered into a written, fixed-term tenancy agreement from December 1, 2024, to November 31, 2025. Rent of \$2,500.00 was due on the first day of the month. A security deposit of \$2,500.00 was paid at the beginning of the tenancy.
- [6] On January 9, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of January 29, 2025 (the "Notice") for non-payment of January 2025's rent of \$2,500.00.
- [7] On January 29, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "First Application") with the Residential Tenancy Office (the "Rental Office"), seeking rent owed for January 2025 and for the Tenant to vacate the Unit and the Sheriff to put the Landlord in possession.
- [8] On February 4, 2025, the Landlord filed a second *Form 2(B) Landlord Application to Determine Dispute* (the "Second Application") with the Rental Office, seeking rent owed for February 2025 and for the Tenant to vacate the Unit and the Sheriff to put the Landlord in possession.
- [9] On February 13, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 27, 2025, at 11:00 am.
- [10] On February 14, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for February 27, 2025, at 1:00 pm.
- [11] On February 25, 2025, the Rental Office emailed a 39-page evidence package to the parties.
- [12] On February 25, 2025, the Tenant moved out of the Unit. Therefore, I do not need to determine the Landlord's requests for possession of the Unit.
- [13] On February 27, 2025, the Landlord's representative (the "Representative") participated in the teleconference hearing. I called the Tenant and left a voicemail message; however, the Tenant did not participate in the hearing. The hearing proceeded in the Tenant's absence.
- [14] The Representative confirmed that he received a copy of the evidence package and that all documents submitted to the Rental Office were included.
- [15] The Landlord's two applications will be called the "Applications."

ISSUE

- A. Must the Tenant pay the Landlord rent owed for January and February 2025 and a \$25.00 NSF fee?

ANALYSIS

- [16] The Representative stated he was seeking rent owed for January and February 2025 and a \$25.00 NSF fee, totalling \$5,025.00. The Landlord incurred several NSF fees during the tenancy, but the Landlord is only seeking compensation for one NSF charge.
- [17] The Representative stated that on February 25, 2025, the Tenant messaged the Landlord and stated that he had moved out of the Unit. The Tenant told the Landlord that the Landlord could keep the security deposit for partial rent owed.
- [18] The Landlord inspected the Unit on February 28, 2025, and confirmed the Tenant had moved out. Copies of the Tenant's rental ledger and messages between the parties were submitted as evidence.
- [19] I find that the Tenant owes rent for January 2025 (\$2,500.00), rent for the 25 days in February 2025 that the Tenant occupied the Unit (\$2,232.14), and a \$25.00 NSF fee.
- [20] The Landlord will keep the Tenant's security deposit for the rent owed.
- [21] The calculations are as follows:

Item	Amount
January 2025 rent	\$2,500.00
February 2025 rent (pro-rated)	\$2,232.14
NSF fee	\$25.00
Security Deposit	(\$2,500.00)
Interest (Dec. 1/24 – Mar. 17/25)	(\$17.78)
Total	\$2,239.36

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit, plus interest, totalling \$2,517.78.
2. The Tenant will pay the Landlord \$2,239.36 by April 17, 2025.

DATED at Charlottetown, Prince Edward Island, this 17th day of March, 2025.

(sgd.) Mitch King

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.