

INTRODUCTION

- [1] The Landlord seeks an order against the Tenant for rent owing and a non-sufficient funds fee, in the amount of \$1,799.50.

DISPOSITION

- [2] I find that the Landlord has established its claim for \$1,799.50.

BACKGROUND

- [3] The Unit is a three-bedroom, one-and-a-half-bathroom rental unit forming half of a duplex building.
- [4] The Landlord, the Tenant and an additional tenant entered into a written, fixed-term tenancy agreement for the Unit from January 30, 2014 to January 31, 2015. At the end of the fixed-term the tenancy continued on a month-to-month basis. The additional tenant moved out of the Unit around March of 2023.
- [5] Rent of \$1,089.00 is due on the first day of the month. A security deposit of \$952.00 was paid near the beginning of the tenancy.
- [6] On April 10, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of April 30, 2025 (the "Notice") for non-payment rent in the amount of \$1,774.50.
- [7] On May 1, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is the subject of Order LD25-178. The Application also seeks rent owing, which is the subject of this decision.
- [8] On May 13, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for May 22, 2025.
- [9] On May 21, 2025 the Rental Office emailed the parties a 31-page evidence package.
- [10] On May 22, 2025 the Landlord's representative (the "Representative") and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Does the Tenant owe rent and an NSF fee to the Landlord?

ANALYSIS

- [11] The Landlord and Tenant's evidence establishes that the Tenant owes the Landlord the total amount of \$1,799.50 for partial April rent, all of May rent and a \$25.00 NSF fee. The Tenant will pay this total amount by the timeline below.
- [12] I also note that, in addition to the amount ordered below, the Tenant is responsible for paying June 2025 rent to the Landlord for the period up to the date the tenancy ends.

IT IS THEREFORE ORDERED THAT

1. The Tenant will pay the Landlord the amount of \$1,799.50 by June 23, 2025.

DATED at Charlottetown, Prince Edward Island, this 22nd day of May, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.