

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord seeks compensation for rent owing and NSF fees totalling \$1,845.00.

DISPOSITION

- [3] The Tenant will pay the Landlord \$1,221.14 by the timeline below.

BACKGROUND

- [4] The Unit is a single-family house managed by the Landlord.
- [5] On June 1, 2025, the parties entered into a written fixed-term tenancy agreement for the Unit from June 1, 2025, to May 31, 2026. A security deposit of \$1,695.00 was paid on May 29, 2025. Rent of \$1,695.00 was due on the first day of the month.
- [6] On November 4, 2025, the Landlord served the Tenant by email with a *Form 4(A) Eviction Notice*, effective November 24, 2025, for failing to pay rent in the amount of \$1,695.00 (the "Notice").
- [7] On November 25, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and rent owing. A copy was served to the Tenant by email on November 25, 2025.
- [8] On December 4, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for January 13, 2026.
- [9] On December 20, 2025, the Tenant moved out of the Unit.
- [10] On December 22, 2025, the Rental Office contacted the Tenant, who stated that she had no evidence to submit.
- [11] On December 22, 2025, the Rental Office sent the parties a 15-page PDF evidence package.
- [12] On January 6, 2026, the parties were provided with updated call-in instructions for the hearing. The hearing date and time remained the same.
- [13] On January 13, 2026, before the hearing, I sent the parties a copy of the tenancy agreement that had been inadvertently omitted from the evidence package.
- [14] On January 13, 2026, the Landlord's representative (the "Representative") participated in a teleconference hearing. I telephoned the Tenant, but I received no response. The hearing proceeded in the Tenant's absence ten minutes after the scheduled time. The Representative confirmed that he had received a copy of the evidence package and that everything he had submitted to the Rental Office, except the tenancy agreement, was included. The Tenant submitted no evidence.

ISSUE

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

ANALYSIS

- [15] The Representative stated that the Tenant owes the Landlord \$1,695.00 in rent for December 2025 and \$150.00 for six \$25.00 NSF fees, totalling \$1,845.00. A copy of the Tenant's rental ledger and messages between the parties was submitted as evidence.
- [16] The Representative stated that the Tenant agreed to allow the Landlord to retain the security deposit for the \$1,695.00 rent owed for November 2025. The security deposit was applied to the rent owing on December 8, 2025.
- [17] The Representative stated that the Tenant agreed to a payment plan with the Landlord, but the Tenant has not paid any of the outstanding rent or NSF fees.
- [18] The Representative stated the Tenant vacated the Unit on December 20, 2025.
- [19] I find that the Landlord has provided sufficient evidence to establish that the Tenant owes the Landlord rent from December 1 – 20, 2025, in the amount of \$1,093.55 (20 days / 31 days x \$1,695.00), and \$150.00 in NSF fees, totalling \$1,243.55.
- [20] However, I find that the Landlord has provided insufficient evidence to establish that the Tenant owes rent beyond December 20, 2025.
- [21] The vacate date of the Notice was November 24, 2025. The Tenant did not file an application with the Rental Office to dispute the Notice, and I find that the Tenant is deemed to have accepted that the tenancy ended on November 24, 2025, under subsections 60(4) and (5) of the Act, which state:
- (4) *Within 10 days after receiving a notice of termination under this section, the tenant may*
(a) pay the overdue rent, in which case the notice of termination has no effect; or
(b) dispute the notice of termination by making an application to the Director under section 75.
- (5) *Where a tenant who has received a notice of termination under this section does not pay the rent or make an application to the Director in accordance with subsection (4), the tenant*
(a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
(b) shall vacate the rental unit by that date.
- [22] I find that between November 25, 2025, and December 20, 2025, the Tenant was overholding in the Unit. Subsection 74(1) of the Act states that a landlord is entitled to compensation for a former tenant's use and occupation of the rental unit after the tenancy has been terminated. There is no evidence to support that the Tenant occupied or left personal belongings in the Unit after December 20, 2025, which would justify additional rent owing past this date.
- [23] The Application is allowed in part.

CONCLUSION

- [24] I find that the Tenant owes the Landlord \$1,243.55 in rent and NSF fees.
- [25] The Landlord will keep the security deposit interest of \$22.41 (May 29, 2025, to December 8, 2025).
- [26] The Tenant will pay the Landlord the balance of \$1,221.14 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord \$1,221.14 by February 23, 2026.

DATED at Charlottetown, Prince Edward Island, this 23rd day of January, 2026.

(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.