

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 an order against the Tenant for rent owing, late rent fees, non-sufficient funds charges and e-Transfer charges in the amount of \$6,311.00.

DISPOSITION

- [3] I find that the Tenant must pay the Landlord rent owing and fees in the amount of \$5,311.00 by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, two-bathroom townhouse in a three-unit building (the "Residential Property") that the Landlord has owned since 2021 or 2022.
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from April 1, 2024 to March 31, 2025 (the "Tenancy Agreement"), which then continued on a monthly basis. A security deposit of \$1,650.00 was paid around April 30, 2024 by a third party. Rent in the amount of \$1,650.00 was due on the first day of the month.
- [6] On July 3, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of July 25, 2025 (the "Notice") for non-payment of rent, in the amount of \$6,601.00.
- [7] On July 29, 2025 the Landlord returned the security deposit to the Tenant.
- [8] On July 30, 2025 the Tenant vacated the Unit.
- [9] On October 1, 2025 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking compensation for rent owing, late rent fees, non-sufficient funds charges and e-Transfer charges.
- [10] On December 4, 2025 the Rental Office sent the parties notice of a teleconference hearing scheduled for January 22, 2026.
- [11] On January 20, 2026 the Rental Office emailed the parties a 32-page evidence package.
- [12] On January 22, 2026 the Landlord's representative (the "Representative") joined the teleconference hearing for determination of the Application. I telephoned the Tenant and the Tenant joined the teleconference. The Tenant stated that he had not received the evidence package. I confirmed with the Tenant that the Rental Office had the correct email address and the Tenant then confirmed receipt of the evidence package email. I delayed the hearing to provide time for the Tenant to review the evidence. I then asked the Tenant if he wanted to postpone the hearing to provide more time to review the evidence. The Tenant decided to proceed with the hearing.
- [13] The Representative stated that all of the Landlord's evidence was included in the evidence package. The Tenant stated that he recently changed banks and obtained a new phone and therefore he did not have any evidence to submit.

ISSUE

- A. Must the Tenant compensate the Landlord for rent owing, late rent fees, non-sufficient funds charges and e-Transfer charges?

ANALYSIS

- [14] The Landlord's rent owing and fee charges claim totals \$6,311.00.
- [15] The Landlord's tables submitted into evidence show that the Tenant was charged a \$75.00 fee 16 times regarding late rent payments, non-sufficient funds in the Tenant's bank account and e-Transfer charges, in the total amount of \$1,200.00.
- [16] The Landlord charged a \$75.00 fee based upon the Tenancy Agreement, which states in part:
- "Rent is taken on the 1st day of each month via pre-authorized payments. Any NSF's will result in a \$75.00 fee per occurrence."*
- [17] I note that the *Act* does not authorize late rent fees (see Island Regulatory and Appeals Commission Order LR25-44 at paragraph 28).
- [18] Clauses 20(2)(c) and (d) of the *Act* permit the following fees:
- A landlord may charge a fee for*
- ...
- (c) a service fee charged by a financial institution to the landlord for the return of a tenant's cheque;*
- (d) an administration fee of not more than \$25 for the return of a tenant's cheque by a financial institution;*
- [19] The Representative was uncertain of the Landlord's bank charge amounts when funds were attempted to be withdrawn from the Tenant's bank account but there were non-sufficient funds.
- [20] I find that there is insufficient evidence to establish these service fees under clause 20(2)(c).
- [21] I find that the Landlord has only established a claim for the \$25.00 administration fee regarding non-sufficient funds. This fee is permitted under clause 20(2)(d).
- [22] The Representative stated that there were no bank charges regarding the Tenant's e-Transfers. I find that the Landlord's fees regarding e-Transfers are not authorized by the *Act*.
- [23] The evidence presented establishes eight instances where the Landlord attempted to withdraw funds from the Tenant's bank account but there were non-sufficient funds. The Landlord's fees are reduced by \$1,000.00, from \$1,200.00 (16 multiplied by \$75.00) to \$200.00 (8 multiplied by \$25.00) because the Landlord has only established the \$25.00 administration fee under clause 20(2)(d).
- [24] The Tenant claimed that the Landlord improperly attempted to withdraw funds from the Tenant's bank account. However, I find that the Tenant has provided insufficient evidence to support this assertion.
- [25] After accounting for the \$1,000.00 fees reduction, the Tenant must pay the Landlord rent owing and fees in the amount of \$5,311.00 (\$6,311.00 minus \$1,000.00), by the timeline below.

Tenancy Agreement Content

- [26] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.

[27] Subsections 11(1) and (2) of the Act state:

- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
- (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
 - (a) the provisions set out in Division 4;*
 - (b) the correct legal names of the landlord and tenant;*
 - (c) the address of the rental unit;*
 - (d) the date the tenancy agreement is entered into;*
 - (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
 - (f) the services and facilities included in the rent;*
 - (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
 - (h) the name and contact information of any person the tenant is to contact for emergency repairs; and*
 - (i) the agreed terms in respect of*
 - (i) the date on which the tenancy starts,*
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) the amount of rent payable for a specified period,*
 - (v) the day on which the rent is due and the frequency of payment,**and*
 - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.*

[28] The Landlord must ensure that all tenancy agreement content complies with the Act.

[29] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The Tenant must pay the Landlord the amount of \$5,311.00 by March 17, 2026.

DATED at Charlottetown, Prince Edward Island, this 17th day of February, 2026.

(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.