

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 and NSF fees, in the amount of \$512.50.

BACKGROUND

- [3] The Unit is a one-bedroom, one-bathroom unit in a three-unit building that the Landlord has managed since around April of 2024.
- [4] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from April 1, 2026 to March 31, 2027 (the "Tenancy Agreement"). A security deposit of \$925.00 was paid on April 8, 2026. Rent in the amount of \$925.00 was due on the first day of the month.
- [5] On May 6, 2026 the Landlord electronically served the Tenant with a *Form 4(A) Eviction Notice* (the "Notice") with an effective date of May 26, 2026 for non-payment of rent, in the amount of \$950.00.
- [6] On May 28, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking rent owing, NSF fees and an eviction order (the "Application").
- [7] On June 15, 2026 the Tenant vacated the Unit.
- [8] On June 18, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for July 14, 2026.
- [9] On July 6, 2026 the Rental Office sent the parties a 27-page PDF evidence package.
- [10] On July 14, 2026 the Landlord's representative and the Tenant joined the tele-hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that they were not aware of anything missing that had previously been submitted to the Rental Office. The Tenant did not submit documentary evidence.

DISPOSITION

- [11] I find that the Landlord has established a total rent owing and NSF fees claim in the amount of \$512.50.
- [12] After deducting the security deposit interest, in the amount of \$4.88, the Tenant's rent owing balance is \$507.62.

ISSUE

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

ANALYSIS

- [13] At the hearing the parties agreed that the Tenant owes the Landlord prorated June 2026 rent (\$462.50) and two NSF fees (\$50.00), in the total amount of \$512.50.
- [14] The parties agreed that around June 17, 2026 the Landlord was permitted to keep the security deposit for May 2026 rent.

[15] The security deposit interest from April 8, 2026 to June 17, 2026 totals \$4.88.

[16] I find that the Landlord will keep the Tenant's security deposit interest, in the amount of \$4.88. The Tenant must pay the Landlord the balance of \$507.62 by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep the Tenant's security deposit interest, in the amount of \$4.88.
2. The Tenant must pay the Landlord the amount of \$507.62 by August 14, 2026.

DATED at Charlottetown, Prince Edward Island, this 14th day of July, 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.