

Residential Tenancies Tribunal

Application 2025-0225-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 28-April-2025.
2. The applicant, [REDACTED] trustee for [REDACTED], hereinafter referred to as “the landlord” was represented by [REDACTED], who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended via teleconference.
4. [REDACTED] was removed from the application as a respondent.

Preliminary Matters

5. The landlord’s representative stated that they served the tenant with the notice of the hearing electronically via email on 15-April-2025. The tenant acknowledged that she has troubles with her email lately but believes that the email was sent to her on stated date and expressed her willingness to proceed. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There was a verbal month-to-month rental agreement which commenced in October-2023. The tenant moved out on 12-April-2025. Rent was \$1000.00 per month due on 1st of each month. A security deposit was not collected.
7. The landlord’s representative amended their application to remove Vacant Possession and Other Expenses from their application.

Issues before the Tribunal

8. The landlord is seeking:
 - Rent paid \$1000.00;

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 9: Landlord and tenant relationship.

Issue #1: Rent paid \$1000.00

Landlord's Position

11. The landlord's representative testified that rent is outstanding in the amount of \$1000.00. He explained that a previous hearing determined the tenant was obligated to pay rent until 10-March-2025, however as she remained in the unit until 12-April, the landlord is seeking an additional rent payment for the period from 10-March to 10-April.

Tenant's Position

12. The tenant acknowledged that she did not paid rent for period after 10-March and did not dispute the amount being sought.

Analysis

13. Section 9 of the Act states:

Landlord and tenant relationship

9. (1) A relationship of landlord and tenant takes effect when the tenant is entitled to use or occupy the residential premises whether or not the tenant actually uses or occupies it.

14. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.

15. I accept the landlord's and the tenant's testimony that the rent was not paid for the period of 10-March until 12-April. I find that the tenant is responsible for paying rent while occupying the rental unit. I accept that the tenant did not dispute the amount seeking by the landlord. Therefore, I find that the tenant is responsible to pay \$1000.00 for rent owed for the period in question.

Decision

16. The landlord's claim for rent succeeds in the amount of \$1000.00.

May 6, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office