

Residential Tenancies Tribunal

Application 2022-No.217-NL

Decision 22-0217-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:02 a.m. on 01-June-2022.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference

Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that he served the tenant with notice of today’s hearing on 07-April-2022, electronically. The tenant confirmed this service.
5. The landlord amended his application to removed premises vacated as the tenant has already moved. The landlord also amended the amount of rent owed from \$388.00 to \$514.00.

Issues before the Tribunal

6. The landlord is seeking rent \$514.00.

Legislation and Policy

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

Issue 1: Rent owed \$514.00.

Landlord's Position

8. The landlord provided the written rental agreement (LL#02). He said that the tenant initially had a term agreement from 08-September-2018 until 06-September-2019. Currently they are in a monthly agreement. The landlord said that the tenant pays her rent every second Friday; \$588.00. He said when she moved in she paid a security deposit of \$955.50. She paid the security deposit in two installments: \$700.00 on 05-September-2018 and \$255.50 on 19-September-2018. He is still in possession of the security deposit.
9. The landlord said that the tenant moved out on 02-May-2022.
10. The landlord submitted a rent ledger (LL#03), he said that the tenant was often behind in her payments. He said on 11-January-2020 she owed \$588.00 rent, on 22-January-2020 she made a payment plus \$100.00, but her rent continued to be two weeks behind. The next rental payment that she made was on 05-February-2022 and she paid an additional \$100.00 again to try to make up the rent missed in January. The balance of \$388.00 remained outstanding for the remainder of her time renting from the landlord.
11. The landlord said that the last rental period ended on 29-April-2022. The tenant moved out on 02-May-2022; he is seeking a daily rate that he calculated to be \$126.00. For her last days in the rental.
12. The landlord is seeking rent owed, of $\$388.00 + \$126.00 = \$514.00$

Tenant's Position

13. The tenant confirms the terms of her rental agreement.
14. The tenant acknowledges that she owes the landlord \$388.00 outstanding rent money from January 2020 and she is in agreement with paying \$126.00 for her last few days in the rental as stated.

Analysis

15. Non-payment of rent is a violation of the rental agreement. There is no dispute, the tenant acknowledges that she owes this rent money, in full, to the landlord.

Decision


16. The landlord's claim for rent succeeds in the amount of \$514.00.

Summary of Decision

17. The tenant shall pay the landlord \$514.00 for rent owed.

June 2, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office