

Residential Tenancies Tribunal

Application 2022-0854-NL

Decision 22-0854-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:03 a.m. on 10-November-2022.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “landlord1 and landlord2” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
4. The respondent’s daughter, [REDACTED] and [REDACTED] also attended by teleconference.

Preliminary Matters

5. The landlords submitted an affidavit (LL#01) stating that they served the tenant with notice of today’s hearing electronically on 21-October-2022. The tenant confirmed receipt of notice as stated by the landlord.
6. The landlords removed premises vacated from their application as the tenant has already moved.

Issues before the Tribunal

7. The landlords are seeking:
 - Rent \$825.00
 - Hearing expenses \$20.00

Legislation and Policy

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

9. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions, and Section 17: Record of tenant's payments.

Issue 1: Rent \$825.00

Landlords' Position

10. Landlord1 said that they had a verbal rental agreement with the tenant. She said that they rented her the basement apartment and the tenant moved in January 2020. She said that they issued a termination notice (LL#02) for failure to pay rent on 13-September-2022 with a termination date of 24-September-2022. She said that the tenant did move on 30-September-2022.
11. The landlord said that the rental agreement was for \$450.00 a month to be paid on the first day of each month. She said that they were initially charging \$550.00, but because the tenant was a single mother, who was paying the rent on her own, they decided to only charge \$450.00. The landlord said that if the tenant was to go on financial assistance, that they would expect them to pay the \$550.00. The landlord also said that the tenant was supposed to pay a security deposit but when she was paying the deposit the tenant and her boyfriend had mentioned that he needed tires for the car, so she gave the deposit back so that they could get the tires. She said that no deposit was required after that.
12. The landlord said that the tenant did fall into rental arrears and went on income assistance. In December 2021 the income support Social Worker told the landlord that she would have to give six months' notice of an increase in rent. The landlord gave notice and the rent was to increase in July of 2022. The payment didn't increase in July and the Social Worker said that the payment would come in August of 2022. The landlord said that she accepted that the payment would start in August and she applied the increase in August on the rent ledger.
13. The landlord said that the tenant was paying her rent every two weeks her rent ledger is as follows:

Date	Action	Amount	total
1-Jul-21	Rent due	450.00	450.00
23-Jul-21	payment	-225.00	225.00
1-Aug-21	Rent due	450.00	675.00
10-Aug-21	payment	-225.00	450.00
1-Sep-21	Rent due	450.00	900.00
7-Sep-21	payment	-450.00	450.00
1-Oct-21	Rent due	450.00	900.00
15-Oct-21	payment	-450.00	450.00
1-Nov-21	Rent due	450.00	900.00
10-Nov-21	payment	-450.00	450.00
1-Dec-21	Rent due	450.00	900.00
3-Dec-21	payment	-450.00	450.00
1-Jan-22	Rent due	450.00	900.00

5-Jan-22		payment	-300.00	600.00
13-Jan-22		payment	-150.00	450.00
1-Feb-22	Rent due		450.00	900.00
2-Feb-22		payment	-225.00	675.00
17-Feb-22		payment	-225.00	450.00
1-Mar-22	Rent due		450.00	900.00
2-Mar-22		payment	-225.00	675.00
18-Mar-22		payment	-225.00	450.00
1-Apr-22	Rent due		450.00	900.00
1-Apr-22		payment	-225.00	675.00
14-Apr-22		payment	-225.00	450.00
29-Apr-22		payment	-225.00	225.00
1-May-22	Rent due		450.00	675.00
16-May-22		payment	-225.00	450.00
1-Jun-22	Rent due		450.00	900.00
2-Jun-22		payment	-225.00	675.00
21-Jun-22		payment	-400.00	275.00
1-Jul-22	Rent due		450.00	725.00
6-Jul-22		payment	-50.00	675.00
22-Jul-22		payment	-225.00	450.00
30-Jul-22		payment	-225.00	225.00
1-Aug-22	Rent due		550.00	775.00
16-Aug-22		payment	-225.00	550.00
1-Sep-22	Rent due		550.00	1100.00
1-Sep-22		payment	-275.00	825.00

14. The landlord is seeking full reimbursement of rent owed totaling \$825.00

Tenant's Position

15. The tenant confirms the details of the rental agreement, she disputes that she was told that the rent would increase if she went on assistance. She also states that she paid the landlord the security deposit of \$225.00 and the landlord passed it to her ex-boyfriend. She said that as far as she is concerned she paid for the deposit.
16. The tenant has issues with the apartment and her relationship with the landlord.

Analysis

17. Non-payment of rent is a violation of the rental agreement. I accept the landlord's testimony and evidence that the tenant did not pay rent totaling \$825.00.
18. I find that the tenant shall pay the landlord the rent owed totaling \$825.00

Decision

19. The landlord's claim for rent succeeds in the amount of \$825.00.

Issue 2: Hearing expenses reimbursed \$20.00

20. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#04) and as the claim is successful, pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

Summary of Decision

21. The tenant shall pay to the landlord \$845.00 for rent owed \$825.00 and hearing expenses \$20.00.

November 17, 2022

Date



Jacqueline Williams, Adjudicator
Residential Tenancies Office