

Residential Tenancies Tribunal

Application 2022 No. 983NL
Application 2022 No. 1106NL

Decision 22-0983-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:05 AM on 09 January 2023 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the landlord”, was also in attendance.

Issues before the Tribunal

3. The tenant is seeking an order for refund of security deposit in the amount of \$250.00.
4. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$650.00; and
 - Authorization to retain the \$250.00 security deposit.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is section 14 of the *Residential Tenancies Act, 2018*.

Issue 1: Rent - \$650.00

Relevant Submissions

The Landlord's Position

7. The tenant entered into a rental agreement with [REDACTED] (" [REDACTED] ") in March 2008. The agreed monthly rent at that time was set at \$650.00, and the tenant had paid a security deposit of \$250.00.
8. On 01 December 2015, the landlord purchased the property from [REDACTED] and he became the tenant's new landlord on that date. The security deposit was transferred to the landlord at that time.
9. On 24 August 2022 the tenant issued the landlord a termination notice, indicating that he would be moving out on 30 September 2022. He vacated on 24 September 2022.
10. In December 2015, after the landlord had purchased the property, he went to the tenant's unit and requested the rent payment for that month. He testified that he was told by the tenant that he had already paid his rent for December 2015 to [REDACTED], even though he was no longer the landlord. He stated that he had never received the rent for December 2015, and he is now seeking an order for a payment of \$650.00 for that month.
11. In support of his claim, the landlord submitted copies of receipts he had issued to the tenant for the period from January to June 2016, and he stated that no receipt was drafted for December 2015 as no rent was paid for that month. He also pointed to his rent records for that period, showing that no rent was received for December 2015.

The Tenant's Position

12. The tenant claimed that he had paid the first 2 weeks' rent for November 2015 to [REDACTED], and after he was authorized by the realtor who sold the property, he also released the remaining rent for that month to [REDACTED].
13. The tenant denied that he had paid any rent to [REDACTED] for December 2015.
14. The tenant acknowledged that the landlord had approached him in December 2015 seeking rent for that month. He testified that he had informed the landlord at that time that he would pay his rent when he got paid, and the landlord would have to wait a week or two for that payment. He testified that he was "sure" that he had paid that rent to the landlord, but he claimed that he was not provided with a receipt.

Analysis

15. The burden of proof lies with the tenant to establish, on the balance of probabilities, that he had made his rent payments to the landlord. The landlord denied that he had received any rent for December 2015, and besides his contradictory testimony, the tenant presented no evidence at the hearing (e.g., a receipt, bank statements, etc.) which would back up his claim that he had paid it. Without such evidence, I have to side with the landlord in this matter.

Decision

16. The landlord's claim for a payment of rent succeeds in the amount of \$650.00.

Issue 2: Security Deposit

17. The tenant paid a security deposit of \$250.00 to [REDACTED] in March 2008, and that deposit was then transferred to the landlord in December 2015. According to the schedule of security deposit interest rates¹, that deposit has accrued \$4.59 in interest, as calculated in Appendix 'A'. As the landlord's claim for a payment of rent has been successful, that deposit shall be disposed of as follows:

a) Rent Owing	\$650.00
b) LESS: Security Deposit.....	(\$254.59)
c) Total Owing to Landlord	<u>\$395.41</u>

17 January 2023

Date

[REDACTED]

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¹ <https://www.gov.nl.ca/dgsnl/files/security-deposit-interest-rate-schedule.pdf>

Appendix 'A'

Security Deposit Interest Calculation

Year	Number of Days	Rate	Amount	Interest
2008	(306 days / 366 days)	x 1.00%	x \$250	= \$2.09
2009	(365 days / 365 days)	x 1.00%	x \$250	= \$2.5
2010	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2011	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2012	(366 days / 366 days)	x 0.00%	x \$250	= \$0
2013	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2014	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2015	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2016	(366 days / 366 days)	x 0.00%	x \$250	= \$0
2017	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2018	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2019	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2020	(366 days / 366 days)	x 0.00%	x \$250	= \$0
2021	(365 days / 365 days)	x 0.00%	x \$250	= \$0
2022	(268 days / 365 days)	x 0.00%	x \$250	= \$0
Original Deposit				\$250
+ Total Interest				\$4.59
Total				\$254.59